SUBJECT: PIGGYBACK CITY OF MIAMI BEACH RFP# 2016-034-AK FOR FIRE AND POLICE ALARM BILLING SYSTEM

BID #: PSC-0403-17 **OPEN DATE: 03/07/2015**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF EXECUTED CONTRACT THROUGH OCTOBER 25, 2018 WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PIGGYBACK CITY OF MIAMI BEACH RFP# 2016-034-AK

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to piggyback City of Miami Beach RFP# 2016-034-AK between the City of Miami Beach and PM AM Corporation, to utilize the Fire and Police False Alarm Billing System. The period of service is from date of contract execution through October 25, 2018 with one (1) three (3) year renewal option based on the City of Miami Beach renewal.

This is a revenue generating contract.

ATTACHMENTS: Recommendation Memo; Contract; Risk Approval; Certificate of Liability

ANALYST: _____ STEVEN BURAKOWSKI **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Larry Schmidt, Chief of Personnel Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

OFFICE OF THE SHERIFF

CONSOLIDATED CITY OF JACKSONVILLE
DUVAL COUNTY

501 EAST BAY STREET • JACKSONVILLE, FLORIDA 32202-2975

MIKE WILLIAMS
SHERIFF

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget & Management Division

From: Larry Schmitt
Chief of Personnel Division

Subject: Award Request – Piggyback City of Miami Beach with PM AM Corporation for Fire and Police False Alarm Billing System – RFP# 2016-034-AK

Date: January 9, 2017

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Fire and Police False Alarm Billing System. We request authorization to utilize the City of Miami Beach Solicitation #2016-034-AL, which was competitively procured and awarded to PM AM Corporation. The contract is an active contract between the City of Miami Beach and the vendor. We are requesting the award between the Jacksonville Sheriff's Office and PM AM Corporation, from date of executed contract through October 25, 2018, with three (3) one (1) year renewal options. This is a revenue generating contract. The PM AM Corporation will collect all revenues generated in accordance to the City of Jacksonville False Alarm Ordinance Chapter 168. The City's revenue share based on percentage of gross will be as follows:

Range of Collections Based on the Annual Collection Periods	City's Revenue Share (%)	PM AM Revenue Share (%)
$0 - $150,000.00	79%	21%
$150,001 - $300,000	85%	15%
$300,001 and above	90%	10%

Attached is a copy of solicitation RFP#2016-034-AK and subsequent contract the City of Miami Beach and PM AM Corporation. Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to obtain Police False Alarm Billing System. We are requesting authorization for the contract to be executed by the Mayor's office.

Attached is a copy of the copy of the Certificate of Liability Insurance approved by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

SNB R020

DATE (MM/DD/YYYY) 12/29/2016

APPROVED
By Ann Willis at 10:31 am, Jan 06, 2017

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

MHBT INC/PHS
464042 P:(866) 467-8730 F:(888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Lloyd's Ins Co	38253
INSURER B: Hartford Underwriters Ins Co	30104
INSURER C: Continental Casualty Co.	20443
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

PMAM CORPORATION
5430 LYNDON B JOHNSON FWY STE 370
DALLAS TX 75240

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	X	X	46 SBA LX2968	10/06/2016	10/06/2017	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	46 SBA LX2968	10/06/2016	10/06/2017	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X	X	46 SBA LX2968	10/06/2016	10/06/2017	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	46 WEC DW8595	10/06/2016	10/06/2017	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE- EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Network Security/ Cyber			596666886	03/15/2016	03/15/2017	$1,000,000/$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Additional Remarks Schedule Acord Form 101 page.

CERTIFICATE HOLDER

CITY OF JACKSONVILLE
117 W DUVAL ST
JACKSONVILLE, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc Maillox

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AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MHBT INC/PHS		PMAM CORPORATION 5430 LYNDON B JOHNSON FWY STE 370 DALLAS TX 75240
POLICY NUMBER SEE ACORD 25		
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Re: Agreement RFP 2016-034-AD Fire and Police False Alarm Billing System. City of Jacksonville, its members, officials, officers, employees and agents are an Additional Insured as required per written contract, as their interests may appear per the SS0008. Waiver of Subrogation applies as required under written contract per the SS0008. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy. Notice of Cancellation will be provided in accordance with Form WC990394, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Broad Form Endorsement-Extended Option WC990301, attached to this policy.

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EXHIBIT B
INDEMNIFICATION

Vendor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Vendor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Vendor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Vendor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Cyber Liability & Data Storage $1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Vendor's Insurance Primary. The insurance provided by the Vendor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Vendor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Vendor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Vendor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by

Vendor shall relieve Vendor of Vendor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Vendor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Vendor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Vendor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Vendor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Vendor shall present this Contract and Attachment B & C to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Vendor.

MHBT INC/PHS
PO BOX 33015
SAN ANTONIO TX 78265

CITY OF JACKSONVILLE
117 W DUVAL ST
JACKSONVILLE FL 32202

Baines, Deidra B.

From: Willis, Ann <AnnW@coj.net>
Sent: Friday, January 06, 2017 10:35 AM
To: Baines, Deidra B.
Cc: Schmitt, Lawrence V.; RiskReview
Subject: RE: Request for Risk Review with PM AM - Piggyback Part 1
Attachments: PM AM Corp Insurance Requirements.docx; APPROVED PMAM COI.pdf

Thanks Deidra!!

Risk Management approves the piggybacking of the contract as long as the attached approved COI and Indemnification and Insurance Requirements are attached to and become a part of our contract.

Risk Management has concluded our review unless further assistance.

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator
Risk Management Division
Department of Finance
City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
This e-mail transmission and/or attachment(s) is confidential and the contents are intended only for the recipient(s) named. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any review, discussion, dissemination, distribution, or copying of this transmission (including any attachments) is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system. Improper disclosure of the information in this communication can result in fines and penalties under Federal, State and Local Law.

From: Willis, Ann **On Behalf Of** RiskReview
Sent: Wednesday, December 21, 2016 5:08 PM
To: Baines, Deidra B.; RiskReview
Cc: Schmitt, Lawrence V.
Subject: RE: Request for Risk Review with PM AM - Piggyback Part 1

Please see attached COI with corrections that are needed.

Once the corrected certificate has been received and approved, the approved certificate and the Insurance & Indemnification Exhibits attached above will need to be attached to and become a part of the contract.

Please forward Corrected COI as soon as possible.

Thanks!

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator
Risk Management Division
Department of Finance
City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
This e-mail transmission and/or attachment(s) is confidential and the contents are intended only for the recipient(s) named. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any review, discussion, dissemination, distribution, or copying of this transmission (including any attachments) is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system. Improper disclosure of the information in this communication can result in fines and penalties under Federal, State and Local Law.

From: Baines, Deidra B. [mailto:Deidra.Baines@jaxsheriff.org]
Sent: Wednesday, December 14, 2016 11:30 AM
To: RiskReview
Cc: Schmitt, Lawrence V.
Subject: Request for Risk Review with PM AM - Piggyback Part 1

Risk,

Attached is a Risk Review Request along with a copy of the contract and PM AM Corporation's submitted Certificate of Insurance. We are requesting that this request be expedited. I am sending the request to two e-mails because it is over the limit for one e-mail.

Let me know if you have any questions.

Deidra Baines
Procurement Manager
Budget & Management Division
Jacksonville Sheriff's Office
Police Memorial Building
Phone - (904) 630-5970
E-Mail – Deidra.Baines@jaxsheriff.org

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
PM AM CORPORATION
FOR
FIRE AND POLICE FALSE ALARM BILLING SYSTEM PURSUANT TO
RFP# 2016-034-AK

This Professional Services Agreement ("Agreement") is entered into this 26_ day of October, 2016, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **PM AM CORPORATION**, whose address is 5430 LBJ FREEWAY, SUITE 370, DALLAS TEXAS 75240 ("PM AM").

SECTION 1
DEFINITIONS

Agreement: This Agreement between the City and PM AM, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City.

PM AM: For the purposes of this Agreement, PM AM shall be deemed to be an independent contractor, and not an agent or employee of the City.

Services: All services, work and actions by the PM AM performed or undertaken pursuant to the Agreement, as more fully set forth in Exhibits A and B to this Agreement.

Fee: Amount paid to PM AM as compensation for Services.

Proposal Documents: Proposal Documents shall mean City of Miami Beach **RFP** No. **2016-034-AK** for **FIRE AND POLICE FALSE ALARM BILLING SYSTEM**, together with all amendments thereto, issued by the City in contemplation of this Agreement, **The Request For Proposal**, and the PM AM's proposal in response thereto (Proposal), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the RFP; and the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139: telephone number (305) 673-7000, Ext. 6435: and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES (SERVICES)

2.1 In consideration of the Fee to be paid to PM AM by the City, PM AM shall provide the work and services described in Exhibit "A" hereto (the Services).

2.2 PM AM's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit "B" hereto.

SECTION 3
TERM

The term of this Agreement (Term) shall commence upon execution of this Agreement by all parties hereto, and shall be for a period of two (2) years, commencing on the date of execution of this Agreement, and ending on the day immediately preceding the second anniversary of the date of execution of this Agreement (the '**Initial Term**"), subject to earlier termination as set forth in Section 5 hereof, with three (3) one (1) year renewal options, on the same terms and conditions as set forth herein (each an "**Extended Term**"), with each such one year renewal exercised at the City Manager's sole option and discretion prior to the expiration of the Initial Term or each Extended Term.

Notwithstanding the Term provided herein, the PM AM shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit B hereto.

SECTION 4
FEE

4.1 FEES STRUCTURE

The PM AM will collect all revenues generated in accordance to the City's False Alarm Ordinance.

4.2 PERCENTAGE OF GROSS (PG)

During the initial term and any approved renewal term, PM AM shall pay the City a percentage of its gross revenue collected from the enactment of false alarm program provided that all bank charges incurred in connection with the Services rendered under this Agreement by PM AM shall be paid by PM AM. Percentage of gross revenue shall be paid on a monthly basis, showing the fee calculation and supporting payments reconciliation.

Range of Collections Based on the Annual Collection Periods	City's Revenue Share (%)	PM AM Revenue Share (%)
$0 - $150,000.00	79%	21%
$150,001 - $300,000	85%	15%
$300,001 and above	90%	10%

The term "gross receipts" is understood to mean all revenue collected or accrued, derived by PM AM under the privileges granted by this Agreement, excluding amounts of any Federal, State, or City sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the PM AM from customers and required by law to be remitted to the taxing or other governmental authority.

PM AM will pay all costs including USPS postage, all paper stock, educational materials, equipment (including hardware, hosting charges, and software), tools, personnel, utilities, etc. that are required for administering the false alarm billing and tracking program on behalf of the City.

4.3 SPECIAL SERVICES

At any time during the term of this Agreement, City may request that PM AM perform Special Services for additional compensation to be agreed upon by City and PM AM prior to the performance of any Special Services by PM AM. As used herein, Special Services means any work which is determined by City to be necessary for this Agreement, but which the parties did not reasonably contemplate as part of the RFP or within PM AM's RFP proposal submission. If City and PM AM reach an agreement on the performance of Special Services, PM AM shall undertake such Special Services after receiving the authorization from City.

4.4 SIMILAR SERVICES

City acknowledges and agrees that PM AM reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to PM AM and the other government agency may be negotiated between PM AM and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by PM AM, and other agency requirements. PM AM acknowledges and agrees that City shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PM AM and such other government agency.

4.5 INVOICING

[INTENTIONALLY LEFT BLANK]

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE

If PM AM shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, City shall notify PM AM of its violation of the particular term(s) of this Agreement, and shall grant PM AM sixty (60) days to cure such default. If such default remains uncured after sixty (60) days, City may terminate this Agreement without further notice to PM AM. Upon termination, City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the PM AM shall not be relieved of liability to City for damages sustained by City by any breach of the Agreement by the PM AM. City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce City's right and remedies against PM AM. City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF CITY

CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO PM AM OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE PM AM OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY CITY, PM AM SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

City acknowledges that PM AM is installing/providing the Program at no cost to City. Consequently, in the event City terminates this Agreement within 12 months from the Effective Date for any reason other than the failure of PM AM to perform its Services hereunder that has not been cured by PM AM within 30 days of receipt of written notice of the problem, PM AM shall be entitled to receive, and City shall pay to PM AM, the fees that PM AM would have received hereunder for a period of 12 months less the number of months, if any, that PM AM was paid its fees hereunder prior to the termination of this Agreement (the "Guaranteed Period"). If this Agreement is terminated after the Contract Implementation Date, the amount of the fees to be paid to PM AM shall be the average of the monthly fees retained by PM AM prior to termination of this Agreement multiplied by the number of months remaining in the Guaranteed Period. If the City terminates this Agreement for its convenience pursuant to this Section 5.2, the amount of fees to be paid to PM AM shall be the amount of the PM AM Revenue Share projected by the parties to be retained by PM AM during the Guaranteed Period at the time this Agreement was executed. The amount of any fees payable to PM AM pursuant to the provisions of this paragraph shall be paid by City upon termination this Agreement unless the parties agree to have such amount paid in equal monthly installments over an agreed period of time. The provisions of this paragraph shall survive the termination of this Agreement.

5.3 TERMINATION FOR INSOLVENCY

City also reserves the right to terminate the Agreement in the event the PM AM is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

5.4 CHANGE IN CITY'S ALARM RELATED ORDINANCE/S

PM AM's Fee Schedule and pricing for any and all Services to be provided by PM AM to City under this Agreement have been set, established and agreed to be based upon the current provisions of applicable City ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines

and charges, then PM AM reserves the express right to enter into good faith negotiations with City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PM AM to City of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then PM AM reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by PM AM under this Agreement, PM AM shall be paid all fees and costs due and owing PM AM as of the date of said termination.

5.5 MISUSE OF PROPRIETARY SOFTWARE

PM AM may terminate this Agreement upon written notice to City if City intentionally attempts to appropriate the proprietary software of PM AM, by permitting copies of PM AM's proprietary software to be made by others, without PM AM's authorization, or if City intentionally misuses PM AM's software, without PM AM's authorization, for purposes not contemplated by the RFP or this Agreement.

5.6 EFFECT OF TERMINATION

5.6.1 If this Agreement is terminated as provided herein, City may require PM AM to provide all finished and/or unfinished data and other information of any kind possessed by PM AM in connection with the performance of Services under this Agreement. PM AM shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, in the event City shall terminate this Agreement:

5.6.1a All data relating to alarm permits shall be owned by City. Upon termination of this Agreement, PM AM shall promptly deliver to City all data in MS-SQL format.

5.6.1b PM AM retains all right and title to the Application Software (a web based application platform / browser based with multi-browser based builds with no FAT client installation requirement) including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the Application Software. City does not acquire any ownership rights to the Application Software. The Application Software is protected in favor of PM AM, as well as any future registered trademarks, are trademarks of PM AM.

5.6.1c The Application Software is considered loaned and/or licensed to City during the duration of this Agreement, and City will not have any access to PM AM's proprietary software after the conclusion of the Agreement.

5.6.1d As of the date of said termination, City shall pay PM AM all fees and costs due and owing to PM AM pursuant to this Agreement.

5.6.1e The provisions of this Section shall survive the termination of this Agreement.

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION; MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

The PM AM agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the PM AM, its officers, employees, agents, contractors, or any other person or entity acting under PM AM's control or supervision, in connection with, related to, or as a result of the PM AM's performance of the Services pursuant to this Agreement. To that extent, the PM AM shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by City in the defense of such claims and losses, including appeals.

The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

Notwithstanding any other obligation of PM AM hereunder, in no event shall either PM AM or City be liable to each other for any indirect, incidental, special, consequential or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of this Agreement and/or the provision or non-provision of Services or Special Services hereunder, whether or not PM AM or City had any knowledge that such damages might be incurred.

If PM AM is required to indemnify City hereunder, PM AM may assume the defense of City with counsel reasonably acceptable to City at the expense of PM AM. In addition, City may engage its own counsel to participate in any defense in any such proceeding at City's expense.

6.2 INSURANCE REQUIREMENTS:

At the current time, PM AM does not maintain any offices in the State of Florida, nor does PM AM maintain any employees in such State. All Services required to be performed by PM AM hereunder shall be performed by PM AM at its offices in the State of Texas or elsewhere outside the State of Florida. The PM AM shall, at its own expense, maintain and carry in full force during the Term, the following insurance:

1. PM AM General Liability, in the amount of $1,000,000;
2. Automobile Liability, in the amount of $500,000 combined single limit per accident for bodily injury and property damage.
3. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of PM AM's certificates shall contain endorsements providing that written notice shall be given to City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability and Professional Liability shall include City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. City shall have the right to obtain from the PM AM specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The PM AM is also solely responsible for obtaining and submitting all insurance certificates for any sub-contractors.

Compliance with the foregoing requirements shall not relieve the PM AM of the liabilities and obligations under this Section or under any other portion of this Agreement.

The PM AM shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by City's Risk Manager.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, PM AM and City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in doing so the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $10,000, except for and excluding any claims for fees or other compensation due to PM AM pursuant to Section 4, or any claim arising out of or relating to Section 9 of this Agreement. PM AM hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of $10,000. Any claim arising out of or relating to Section 9 of the Agreement shall be subject to the limits of liability as set forth in Section 768.28 of the Florida Statutes.

Accordingly, and notwithstanding any other term or condition of this Agreement, PM AM hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of $10,000 for any action or claim for breach of contract arising out of

the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9

CONIFDENTIALITY OF INFORMATION

At all times, PM AM shall recognize City's sole and exclusive ownership of all information provided by City, and the sole and exclusive right and jurisdiction of City to control the use of this information. Similarly, City recognizes that the proprietary software described in Section 5.6.1c. above is owned by PM AM and City has no rights or claim thereto.

Solely to the extent permitted by Florida law, including, without limitation, Chapter 119 of the Florida Statutes, each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement or as required by law, without the expressed written permission of the other party or unless required to do so by law.

Each party further agrees that in the event that any documents containing confidential information of the other party and clearly marked as confidential, should be improperly distributed to a third-party, or removed in any way from the possession or control of the other party by a party for any purpose that is not contemplated by the RFP or this Agreement, the breaching party shall promptly notify the other party orally and in writing, to provide the owner of the confidential information with the opportunity to take such reasonable steps as it may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner's rights and the confidentiality of the information.

PM AM agrees to return any and all data furnished and information derived hereunder promptly upon a request by City and its authorized designee.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to PM AM, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to City Manager, and/or such representatives as City Manager may deem to act on City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. PM AM shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 CITY'S RESPONSIBILITY

City shall cooperate with and assist PM AM by, among other things, making available, as reasonably requested by PM AM, management decisions, information, approvals, reasonable IT assistance and acceptance that are directly necessary for PM AM to carry out its obligations under this agreement.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

PM AM shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the PM AM shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with City's Procurement Division.

10.5 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the PM AM shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital and familial status, or age.

10.6 CONFLICT OF INTEREST

The PM AM herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the City of Miami Beach Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The PM AM covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. The PM AM further covenants that in the performance of this Agreement, PM AM shall not knowingly employ any person having such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

SECTION 11
NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the PM AM and City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO PM AM:	PM AM Corporation 5430 LBJ Fwy, Suite 370 Dallas, TX 75240 **Attn:** Dennis White
TO CITY:	City of Miami Beach City Manager's Office 1700 Convention Center Drive, 4th Floor Miami Beach, FL 33139 **Attn:** Jimmy Morales, City Manager
WITH A COPY TO:	City of Miami Beach Fire Prevention 1701 Meridian Ave., 2nd Floor Miami Beach, FL 33139 **Attn:** Juan Meizoso, Fire Prevention Chief
AND:	City of Miami Beach Police Department 1100 Washington Ave. Miami Beach, FL 33139 **Attn:** Andre Morales

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 ENTIRETY OF AGREEMENT

City and PM AM agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

12.4 PM AM'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, if the PM AM meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the PM AM shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
d) Meet all requirements for retaining public records and transfer to City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the PM AM upon termination of this Agreement. Upon termination of this Agreement, the PM AM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

PM AM's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the PM AM does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
City Clerk

Date: 10/26/16

_____
Mayor

Date: _____

FOR PM AM:

PM AM CORPORATION

ATTEST:

By: _____
Secretary

Print Name

Date: 10/18/2016

_____
CEO

Pankaj Kumar / CEO

Print Name / Title

Date: 10/18/2016

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

10-12-16

City Attorney RAP Date

EXHIBIT A

Scope of Services.

PM AM shall provide the City of Miami Beach Fire and Police Department with a real-time, web-based "False Alarm Billing System" and shall be responsible for administrating the City's false alarm billing system which includes database development and management, registration of alarm systems, alarm tracking, billing, collection and accounting services for registration fees and false alarm fees, correspondence with citizens and businesses regarding false alarms for Fire Department and Police. PM AM shall provide the City of Miami Beach with the ability to manage the back office functions of the billing system which should include; system configuration, false alarm case review, account management, financial statistics, quality assurance/insurance and ad-hoc reporting. The application shall allow the residents, business owners and alarm management entities with the capability to register and manage both burglar and fire alarm account information via the internet. PM AM shall provide the customer with all aspects of customer service. PM AM shall provide all hardware, software, materials, supplies, space, and staff resources as required. Such contract shall be at no cost to the City.

C3. Specifications

PM AM's services shall include the following:

- Proposed solution must be hosted by third-party and web-enabled.
- Technical support shall be available via the telephone (toll free) during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., and after hours emergency support.
- Provide customer support to residents and business owners during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.
- Provide a dedicated account manager that will be responsible for providing support and implementation assistance.
- Provide initial training for the Fire and Police Department personnel on the proper use of the functions and applications, both at the individual and administrator level.
- Provide collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolution or orders, as may be amended from time to time by the City.
- Performance of all the billing in accordance with the City's alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the City.
- Provide customers with ability to make payments on line.
- Identify and provide notice to alarm users that are delinquent by 30 days.
- Report to the City those alarm users that are delinquent by 30 days.
- Respond to citizen complaints about lack of services to an alarm address.
- Respond to miscellaneous citizen complaints concerning the false alarm billing collection and related services.
- PM AM shall be point of contact for all contacts with alarm users.
- PM AM shall send out notices when the City advises vendor that there is a new user of the alarm system.
- All templates for correspondence must be preapproved by the City prior to use by the PM AM.
- PM AM shall supply hardware, software / Web based platform / browser based and all services necessary to establish and provide the false alarm billing and collection

service to include postage. The computer system shall produce various notices including violations, and maintain supplies and services including but not limited to:

- Hardware/software to maintain all data in reference to this proposal,
- Supply personnel to perform all pertinent duties under this proposal,
- PM AM shall coordinate with and supply the City all necessary equipment, materials, personnel and services.

C3.1 The system shall include, as a minimum, the following requirements:

- Single vendor for both Police and Fire Departments with separate user management and configuration.
- Single point of contact or Account Manager for both Police and Fire Department.
- Single point of contact and daily resident assistance.
- Web based platform / browser based and no "FAT" client installation.
- Independent and configurable triggers to be defined by Police Computer Aided Dispatch (CAD) data and Fire Department Records Management System (RMS) data.
- Back-end User Management Tool that is permission based.
- Multi browser based builds (Chrome, Safari, Mozilla, Firefox, Opera, IE, etc.).
- Administration Configuration Utility.
- Ad-hoc reporting tool.
- Records retention shall meet the State of Florida Schedule, per Chapter 119 and 257, Florida Statutes.
- PM AM to provide Public Service Announcements and initial mailers for registration kick-off at no cost.
- Maintenance of databases:

  a) Alarm permits.
  b) Permit Holders.
  c) Permit Holders with outstanding charges.
  d) Non-permitted location with outstanding charges.
  e) Address verification database.

C3.2 System Functionality Requirements shall be as follows:

- Public education via web and mailers.
- Provide a toll-free citizen customer support telephone line. Such services shall not be outsourced and shall be conducted by the selected vendor. Customer service personnel must have experience in handling the administration aspects (including tracking and billing) of the program and the service must be able to support any citizens' inquiries about the City's alarm ordinance, registrations, fines, etc.
- Provide continuing education programs for alarm users and alarm companies. The promotional campaign may include radio and television public service announcements, billboards, print advertisements.
- Public Access Portal.
- Self-registration of alarm via the web by customer or administrator.
- Mail Registration Acceptance.
- Call Center acceptance of registration to be handled by vendor.
- Ad-hoc reporting.
- Configurable accounting statistical and reporting tools.
- Ability to audit user's access and actions within application (i.e. record changes or billing changes).

- Ability to exclude specific response locations (i.e. City buildings, hospitals, non-response locations).
- Ability to export to Excel, CSV, and or text files.
- Shall return the City's data in an agreed-upon format at the end of the contract term, if the contract is not renewed, or upon any earlier termination.
- Access to query system for notification/billing date/time stamp.
- Provide a monthly report of all fees collected for permits and false alarms.
- Violator must have the ability to dispute the Notice of Violation (NOV) within 30 days of notification (should delay billing functionality once dispute is received).
- PM AM Customer Service to flag disputes and provides notification to the City.
- PM AM to provide a system or business process for handling disputes (correction of record info, request for hearing at Special Master) within certain number of days from Notice of Violation.
- City to have the ability to add notes/follow-up information on individual alarm profiles and incidents.
- PM AM to provide an automated upload process of violations with no end-user intervention.
- PM AM shall work with New World Systems Corporation, the vendor for the City's Police Computer Aided Dispatch (CAD) and Fire Records Management System (RMS) to interface between Proposer's software and the CAD/RMS system at PM AM sole cost.
- Ability to run reports based on geographical location (homeowners association, Fire Department Zone) by set map layers or polygon.

False Alarm – Miami Beach Fire Department.

Sec. 50-8. - Fire alarms, regulations, penalties, enforcement.

(a) Purpose of regulation. The purpose of this section is to place responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical, or other means, false fire alarms.

(b) Scope of regulations. The provisions of this section shall apply throughout the geographical area serviced [by] the Miami Beach Fire Department.

(c) Definitions.

(1) Alarm user means the person or other entity that owns, possesses, controls, occupies or manages any premises as defined below.

(2) False fire alarm means a signal from a fire alarm system that elicits a response by the Fire Department when no actual or threatened fire-related emergency exists. This definition includes signals activated by negligence, accident, mechanical failure, and electrical failure signals activated intentionally in non-emergency situations; and signals for which the actual cause of activation is unknown. It is a rebuttable presumption that a fire alarm is false if personnel responding from the Fire Department do not discover any evidence of fire or other emergency after following normal Fire Department operating procedures in investigating the incident. An alarm is not false if the alarm user provides evidence that (1) an individual activated the alarm based upon a reasonable belief that a fire-related emergency existed: (2) the alarm system was activated by lightning or an electrical surge that caused physical damage to the system, as evidenced by the testimony of a licensed alarm system contractor who conducted an on-site inspection and personally observed the damage to the system; or (3) the alarm was activated by vandals.

(3) Fire alarm system means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of fire-related emergency, requiring urgent attention and to which Fire Department personnel may reasonably be expected to respond, but does not include household fire alarm systems installed in one- or two-family dwellings.

(4) Household fire alarm system means a system of devices that is listed for residential use and installed in a one- or two-family dwelling other than facilities that are required to be licensed.

(5) Premises means the building or structure, or portion of a building or structure, upon which a fire alarm system is installed or maintained.

(6) Vandals means a person or persons who willfully cause damage to the fire alarm system which results in the activation of a fire alarm.

(d) Fire alarms; posting requirements. A fire alarm user shall conspicuously post at the main entrance to the alarm user's premises a notice stating (1) the name of an individual or alarm company able and authorized to enter the premises and deactivate the alarm; (2) emergency telephone numbers by which those individuals can be reached at all times; and (3) the name and address of the alarm user. The information must be kept current and failure to update this information within 48 hours of any change constitutes a violation of this section.

(e) False fire alarms prohibited. No fire alarm user shall cause, allow, permit or suffer the fire alarm system to emit three or more false alarms in any calendar year.

(f) Inspection requirements/post activation. After the second and each additional false fire alarm in one calendar year, the alarm user shall, within 30 days, after the second or subsequent fire alarm activation, file a written inspection and test report with the Fire Department from a licensed fire alarm contractor stating that the fire alarm system has been inspected and tested since the last false fire alarm. The report shall set forth the probable cause of the activation, description of any repairs, modifications made or actions taken to prevent additional false alarm activations. The inspection and test report shall also state that the system is currently fully functional without deficiencies.

(g) Penalties. A violator of this section shall receive a fine(s) as follows:

(1) For the first false alarm within a calendar year: A notice of violation with no fine.

(2) For the second false alarm within a calendar year: A notice of violation with no fine.

(3) For the third and fourth false alarm within a calendar year: A citation with a fine of $250.00.

(4) For the fifth false alarm and subsequent false alarms including the twelfth false alarm within a calendar year: A citation with a fine of $500.00.

(5) For the thirteenth and subsequent false alarms within a calendar year: A citation with a fine of $1.000.00.

(h) Enforcement. The fire inspector shall issue a citation for each false alarm. A violator who has been issued a citation under this section shall elect either to:

(1) Pay the civil fine in the manner indicated on the citation: or

(2) Request an administrative hearing before a special master to appeal the decision of the fire inspector which resulted in the issuance of the citation.

(i) Appeal of a citation. The violator may appeal the citation by requesting an administrative hearing within ten days from the date of issuance. The procedures for appeal of the citation shall be as set forth in Chapter 30, as may be amended from time to time.

(j) Failure to appeal. Failure of the named violator to appeal the citation within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the citation, and fines are owed to the City. Unpaid fines may result in the imposition of larger fines and/or further enforcement as set forth in this Chapter.

(k) Appeal of special master's decision. Any party aggrieved by the decision of a special master may appeal that decision as provided by applicable Florida Statutes and Florida Rules of Appellate Procedure.

(l) Imposition of civil fines. The City may institute proceedings in a court of competent jurisdiction to compel payment of civil fines. A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator, and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the City may institute proceedings to foreclose or otherwise execute on the lien.

Miami Beach Fire Department False Alarm Ordinance. (Penalties).

First and Second	$0.00
Third and Fourth	$250.00
Fifth thru Twelve	$500.00
Thirteenth and above	$1,000.00

Miami Beach Police Department Burglar Alarms, Ordinance 2014-3830

Sec. 42-81. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm user means the person who owns, possesses, controls, occupies or manages any premises as defined in this section.

False intrusion alarm system means a signal from an intrusion alarm system that elicits a response by the police when no emergency or actual or threatened criminal activity requiring immediate response exists. This definition includes signals activated by negligence, accident, mechanical failure and electrical failure; signals activated intentionally in nonemergency situations; and signals for which the actual cause of activation is unknown. It is a rebuttable presumption that an intrusion alarm is false if the responding police officer does not discover any evidence of unauthorized entry, criminal activity or other emergency after following normal police procedures in investigating the incident. An alarm is not false if the alarm user proves that:

(1) An individual activated the alarm based upon a reasonable belief that an emergency or actual or threatened criminal activity requiring immediate response existed; or

(2) The alarm system was activated by lightning, thunderstorms, severe weather conditions or an electrical surge that caused physical damage to the system, as evidenced by testimony of a licensed alarm system contractor who conducted an on-site inspection and personally observed the damage to the system.

Intrusion alarm system means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention and to which the police department may reasonably be expected to respond, but does not include fire alarms or alarms installed in motor vehicles. If a fire alarm system is connected to an intrusion alarm system, this section shall not apply to false alarms that the alarm user proves were generated by the fire alarm portion of the system.

Premises means the building or structure or portion thereof upon which an intrusion alarm system is installed or maintained.

Ord. No. 97-3078, § 2

Sec. 42-82. - Purpose of division.

The purpose of this division is to place the responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical or other means, false burglary and robbery alarms.

Sec. 42-83. - Enforcement of division.

This division shall be enforced by the police department of the city.

Sec. 42-84. - Alarm registration and permit renewal.

(a) Permits shall be renewed annually during the month of January. The fee for renewal will be as set forth in appendix A of this Code. Failure to pay the permit renewal fee shall result in the termination of police response to intrusion alarms. The renewal fee will be waived for all alarm users who have had no false intrusion alarms during the past 12 months.

(b) Before police response to any alarm is terminated under this section, the police department will notify the alarm user and the alarm monitoring company by certified mail, return receipt requested. The notification will inform the alarm user and the alarm monitoring company that the alarm is being operated in violation of this section and that police response to alarms will be terminated in 30 days unless the alarm is registered and the renewal fee is paid. The alarm company that installs an alarm system, or the user of an alarm system not installed by a company, shall file the following information with the city police department false alarm section within 48 hours of such installation, excluding weekends and holidays. For alarms existing before October 8, 1997, alarm users must, within 60 days of October 8, 1997, file a completed alarm registration/permit form with the police department, providing the following information:

(1) The names of individuals able and authorized to enter the premises and deactivate the alarm.

(2) Emergency telephone numbers by which those individuals can be reached at all times.

(3) The name and telephone number of the alarm company that is monitoring the alarm system, if applicable.

(4) The name and telephone number of the alarm company that installed the system, if different from the monitoring entity.

(5) The name and address of the alarm user. The alarm company or, where there is no alarm company, the user must make certain that the information filed with the police department is current. Failure to update this information within five working days of any change, excluding weekends and holidays, constitutes a violation of this section.

(6) Whether the alarm is equipped with a backup power supply that will automatically be activated in the event of a power failure.

(7) Whether the alarm is equipped with a device that automatically silences the alarm within 15 minutes after activation.

Sec. 42-85. - Required equipment in an intrusion alarm.

An intrusion alarm user shall not use an intrusion alarm system unless that intrusion alarm system is equipped with:

(1) A backup power supply that will automatically be activated in the event of power failure or outage; and

(2) A device that automatically silences the alarm within 15 minutes after activation.

Within 18 months from April 12, 1997, alarm users shall be responsible to ensure that all existing intrusion alarm systems are brought into compliance with subsections (1) and (2) of this section. Intrusion alarms installed after April 2, 1997, shall comply with the requirements of subsections (1) and (2) of this section before they can be activated in the city.

Sec. 42-86. - False alarms.

No alarm user shall cause, allow or permit the intrusion alarm system to give four or more false intrusion alarms in any registered period.

Sec. 42-87. - Cancelling false intrusion alarm calls.

Alarm monitoring companies shall in all cases attempt to verify that any activated alarm is not false. They shall, within ten minutes of the alarm activation, notify the city police department to cancel a police response to alarm calls that they have determined false as defined in section 42-81. The police department will cancel the police response only under the following conditions:

(1) The police department received notification prior to the officer's arrival at the alarm location.

(2) The alarm is not a panic alarm.

Sec. 42-88. - Limitation to police response.

(a) Police are not required to respond to:

(1) Intrusion alarms at locations where seven or more substantial false alarms occurred in a dynamic 12-month period unless the provisions of section 42-91 are complied with.

(2) Intrusion alarms at locations where an intrusion alarm fine was not paid within 60 days of a notice of violation unless the provisions of section 42-91 are complied with.

(3) Locations where required alarm registration information was not filed within 60 days of a notice of violation for failure to file alarm information.

(b) Nothing in this section shall:

(1) Preclude the police department from responding to panic or ambush alarm signals, calls describing emergencies or crimes in progress or routine calls for service.

(2) Limit the police department from issuing a notice of violation for alarms in violation of this division.

(3) Be construed to create a duty to respond in any circumstances where such a duty does not exist pursuant to the statutory or common law of the state.

(c) A notice that police response will be discontinued, for any of the reasons set forth in this section, will accompany a notice of violation and will be posted at the affected location, or be sent to the user by certified mail, return receipt requested, at least 30 days prior to discontinuing service.

(d) Police response will continue while an appeal is pending under section 42-91.

(e) In order to restore police response to burglar alarms at terminated locations, the alarm user:

(1) When police response had been discontinued pursuant to subsection (a)(1) of this section, must submit a letter or written report from a licensed alarm company certifying that the alarm system is working properly, and pay all outstanding fines pursuant to this division.

(2) When police response had been discontinued pursuant to subsection (a)(2) of this section, must pay all outstanding fines pursuant to this division.

(3) When police response has been discontinued pursuant to subsection (a)(3) of this section, must submit completed alarm registration information to the police department and pay all outstanding fines pursuant to this division.

Sec. 42-89. - Enforcement.

The Miami Beach Police Department shall enforce the provisions of this section. This shall not preclude other law enforcement agencies or regulatory bodies from any action to assure compliance with this section, and all applicable laws. If an enforcing officer finds a violation of this section, the officer may issue a notice of violation to the violator. The notice of violation must inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ten days after service of the notice of violation, and that failure to appeal the violation within the ten days, shall constitute an admission of the violation and a waiver of the right to a hearing.

Sec. 42-90. - Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal.

(1) A violator who has been served with a notice of violation must elect to either:

a. Pay the civil fine in the manner indicated on the notice of violation; or

b. Request an administrative hearing before a special master to appeal the notice of violation, which must be requested within ten days of the issuance of the notice of violation.

(2) The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-72 and 30-73.

(3) If the named violator, after issuance of the notice of violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special master, the special master may be informed of such failure by report from the officer. Failure of the named violator to appeal the decision of the officer within the prescribed time period must constitute a waiver of the violator's right to an administrative hearing before the special master, and must be treated as an admission of the violation, which fines and penalties to be assessed accordingly.

(4) A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the recording of any such lien that remains unpaid, the city may foreclose or otherwise execute upon the lien.

(5) Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

(6) The special master shall be prohibited from hearing the merits of the notice of violation or the consideration of the timeliness of a request for an administrative hearing, if the violator has failed to request the administrative hearing within ten days of the issuance of the notice of violation.

(7) The special master shall not have discretion to alter the penalties prescribed in sections 42-91 and 42-92.

Sec. 42-91. - Penalties.

(a) Civil fine for violators. The following civil fines must be imposed for a violation of section 42-86 for those violations incurred for a false intrusion alarm:

(1) For the fourth false burglar alarm in the user's registration period, by a fine of $50.00.

(2) For the fifth false burglar alarm in the user's registration period, by a fine of $100.00.

(3) For the sixth and each additional false burglar alarm in the user's registration period, by a fine of $200.00.

(4) For each violation of section 42-87, the alarm monitoring company shall be fined $100.00.

(b) An alarm user shall not be fined more than $200.00 for false alarms that occur at the same premises in any 24-hour period.

(c) No penalty specified hereunder shall be imposed or assessed against any entity that qualifies as tax exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code provided that the premises are used exclusively by said entity for such tax exempt purposes.

Miami Beach Police Department Burglary Alarm Ordinance (Penalties).

First through Third	$0.00
Fourth	$50.00
Fifth	$100.00
Sixth and above	$200.00

EXHIBIT B

PM AM's Services | Implementation Timeline

Scope of Services:

As set forth more fully in Exhibit A, it will be PM AM's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. PM AM shall accurately convert all pertinent data downloaded from City's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

PM AM shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
    a. Alarm permits
    b. Permit Holders
    c. Permit Holders with outstanding charges
    d. Non-permitted locations with outstanding charges
    e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by City
4. Performance of all the billing in accordance with City's alarm ordinance, as may be amended from time to time by City
5. Generation of the following reports including but not limited to:
    a. New alarm permits issued and fees collected
    b. Annual permit renewals billed and fees collected
    c. Permits inactivated or revoked and reason for inactivation or revocation
    d. Permits reinstated and reason for reinstatement
    e. Number of false burglar alarms
    f. Number of false burglar alarms billed and fees collected
    g. Number of false robbery alarms
    h. Number of false robbery alarms billed and fees collected
    i. Number of reinstatement fees billed and fees collected
    j. False burglary and/or robbery alarms for permit owners
    k. False burglary and/or robbery alarms for non-permitted owners

l. Suspension or revocation Report for permit holders as per ordinance, if applicable

6. System functionality to capture the following information:

   a. Permit number

   b. Permit issue date

   c. Permit expiration date

   d. Permit type (residential / commercial)

   e. Name of business or residential permit holder

   f. Site
      1) Street address and zip code of property
      2) Type of property (residential / commercial)
      3) Telephone numbers
      4) Contact persons (minimum of 2) and phone number(s)
      5) Type of alarm system installed (burglary, panic, robbery)

   g. Billing
      1) Name
      2) Full mailing address (includes zip code)
      3) Contact person and phone number(s)

   h. Permit Holder Responsible for Alarm
      1) Name
      2) Complete mailing address
      3) Phone numbers

   i. Name and telephone number of alarm monitoring company

   j. Name and telephone number of company that installed the alarm system

   k. Special Medical Concerns

   l. Pet Information

7. System functionality to generate notices to alarm users without permits

8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
   1) Permit number (or non-permitted identifier)
   2) Name of permit holder
   3) Location of permit holder
   4) Permit status
   5) Expiration date
   6) Last false alarm incident date and time
   7) Alarm type (i.e., burglar, panic, etc.)
   8) False alarm incident count

9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
   1) Incident number
   2) Priority
   3) Call code

4) Disposition
5) Date
6) Time:
   (a) Received
   (b) Dispatched
   (c) Arrived
   (d) Cleared
7) Remarks
8) Site name and address
9) Reportee name, address, phone number
10) Dispatcher- employee number and terminal
11) Phone clerk - employee number and terminal
12) Cleared code and disposition (true/false)
13) Officer number
14) Unit(s) assigned

Collection requirements and provisions:

PM AM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for City Alarm Program Administration and Collection Service. PM AM will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a PM AM staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by City.
4. Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by PM AM to apply to Account Receivable system (A/R) to be maintained by PM AM.
6. PM AM will develop an A/R file, which City will have access to review at any time.
7. System functionality for City to print a bill for customers wishing to make payments at the walk in cashier location(s) of City and to provide on-line information to PM AM regarding such payments so that PM AM can maintain A/R file.
8. PM AM will provide the ability for customer to pay on-line, by mail and via walk-in cashier.
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by PM AM, unless and until City directs that such payments be directed to a lock box address established by City.
10. PM AM's system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.

11. PM AM will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.

12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by PM AM. Any such debt collection activities shall be performed by an independent contractor selected either by (i) PM AM with the prior written consent of City or its designee, or (ii) City or its designee or agent upon written notice to PM AM.

Processing:

PM AM shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

PM AM's Obligation:

In addition to the above, PM AM shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply City with an interface document describing the type, size, location, and medium of transfer from City RMS.
3. Defer to City regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of City regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

Training

1. PM AM shall provide training for City and Police employees. Training shall be conducted in several sessions on an as needed basis.

System Coordination

1. PM AM shall coordinate with City's Finance Department, Information Services and City Police Department to develop a system that will allow walk-in payments under the Agreement.

2. PM AM shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, PM AM will make best efforts to restore service within seventy-two (72) hours

3. PM AM under this Agreement shall establish and provide public education, awareness and information regarding City's Alarm Management Program.

City Licensing Fees

1. City acknowledges and agrees that PM AM shall be exempt from any applicable City license fees in performing its services hereunder.

Implementation Timeline

Deliverables	Project Milestones	Responsibility	Projected Timeline
1	Project Kickoff.	PM AM	2 Weeks from Contract Execution
2	Format for Authorization Letter/s - Banking and PO Box.		
3	Review all alarm ordinance | alarm program data with the City.		
4	Creation of Standard Operating Procedures (SOP) and review with the City.		
5	Authorization Letter/s sign off.	City of Miami Beach	3 Weeks from Contract Execution
6	SOP Sign Off.	City of Miami Beach	8 Weeks from Contract Execution
7	City IT to provide data as discussed and agreed to during teleconference/s.	City of Miami Beach	8 Weeks from Contract Execution
8	Content for invoice and correspondence creation.	PM AM	10 Weeks from Contract Execution
9	Language approval for invoices and other correspondence.	City of Miami Beach	12 Weeks from Contract Execution
10	User Acceptance Testing (UAT)	City | PM AM	13 Weeks from Contract Execution
11	Citizen outreach initiatives.	City | PM AM	14 Weeks from Contract Execution
12	Citizen Web Portals go live.	PM AM	14 Weeks from Contract Execution
13	FAMS go live.	PM AM	15 Weeks from Contract Execution

Milestone projection completion weeks are for reference purposes only. A more detailed project timeline will be prepared for the City's approval shortly following the project Kick-off meeting.

ATTACHMENT A

RESOLUTION COMMISSION ITEMS AND COMMISSION MEMORANDUM

RESOLUTION NO. 2016-29475

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS, PURSUANT TO REQUEST FOR PROPOSALS NO. 2016-034-AK, FOR FIRE AND POLICE FALSE ALARM BILLING SYSTEM; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH PMAM CORPORATION, THE TOP-RANKED PROPOSER; AND SHOULD THE ADMINISTRATION BE UNSUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH THE TOP-RANKED PROPOSER, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH PUBLIC SAFETY CORPORATION, THE SECOND-RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, Request for Proposal (RFP) No. 2016-034-AK (the RFP) was issued on January 20, 2016, and had an opening date of March 14, 2016; and

WHEREAS, a pre-proposal conference was held on February 8, 2016; and

WHEREAS, the City received a proposal from PMAM Corporation, and Public Safety Corporation in response to the RFP; and

WHEREAS, the City Manager issued a Letter to Commission appointing an Evaluation Committee (the Committee) on March 16, 2016, consisted of the following individuals:

- Joseph Florio, Fire Technology Administrator, Miami Beach Fire Department, City of Miami Beach
- Juan Meizoso, Fire Division Chief, Miami Beach Fire Department, City of Miami Beach
- John M. Babcock, Manager, Technical Services Division, Records Section, Police Department, City of Miami Beach
- Andre Morales, Technology Coordinator, Investigations & Support Division / Information Resource Office, Police Department, City of Miami Beach

Alternates:

- Anthony Loperfido, Sergeant, Police Department, City of Miami Beach
- Jorge Linares, Captain, Miami Beach Fire Department, City of Miami Beach

WHEREAS, the Committee convened on April 19, 2016 to consider the two (2) proposals; and

WHEREAS, the Committee was provided an overview of the project, information regarding the City's Cone of Silence Ordinance and the Government Sunshine Law; general information on the scope of services, references and a copy of each proposal; and engaged in a question and answer session after the presentation of each proposer; and

WHEREAS, the Committee was instructed to score and rank the proposals pursuant to the evaluation criteria established in the RFP; and

WHEREAS, the Committee ranked the proposal received from PMAM Corporation as the top-ranked, and the proposal received from Public Safety Corporation as second-ranked; and

WHEREAS, having received the submissions of the proposals and Committee's ranking, the City Manager exercised his due diligence and recommends that the Administration enter into negotiations with PMAM Corporation, the top-ranked proposer; and should the Administration be unsuccessful in negotiating an agreement with the top-ranked proposer, that the Administration enter into negotiations with Public Safety Corporation, the second-ranked proposer.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and the City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Proposals No. 2016-034-AK, for fire and police false alarm billing system; authorize the Administration to enter into negotiations with PMAM Corporation, the top-ranked proposer; and should the administration be unsuccessful in negotiating an agreement with the top-ranked proposer, authorize the Administration to enter into negotiations with Public Safety Corporation, the second-ranked proposer; and further authorize the Mayor and City Clerk to execute an agreement upon successful negotiations by the Administration.

PASSED AND ADOPTED this 13 day of July 2016

ATTEST:

7/21/16

RAFAEL E. GRANADO, CITY CLERK

PHILIP LEVINE, MAYOR

MIAMI BEACH INCORPORATED MARCH 26TH 1915

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

6-28-2016

Date

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-034-AK, FOR FIRE AND POLICE FALSE ALARM BILLING SYSTEM.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

The City's Police and Fire Departments are required per City Ordinance to implement a false alarm billing system as currently the City does not have system in place for the registering or tracking of false alarms received by the departments. To seek a vendor that can assist the Administration in implementing the desired system, on January 13, 2016, the City Commission approved the issuance of Request for Proposals (RFP) No. 2016-034-AK. Through the RFP, the City is seeking proposals to enter into revenue sharing contract with qualified firms which have proven experience to implement and collect fees pursuant to false alarm billing. The successful firm shall be regularly engaged in the business of false alarm bill collection.

On January 20, 2016, the RFP was issued, with an opening date of March 14, 2016. A pre-proposal conference to provide information to the proposers submitting a response was held on February 8, 2016.

The City received proposals in response to the RFP from the following two (2) firms:

- PM AM Corporation.
- Public Safety Corporation.

On March 16, 2016, the City Manager appointed the Evaluation Committee via LTC # 127-2016. The Evaluation Committee (the "Committee"). The Committee convened on April 19, 2016 to consider proposals received. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided general information on the scope of services and references. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP. The evaluation process resulted in the following ranking: PM AM Corporation, as the top-ranked proposer; Public Safety Corporation, as the second-ranked proposer.

After reviewing the submissions and the Evaluation Committee's ranking of the proposals received, the City Manager recommends that the Mayor and the City Commission approve the Resolution authorizing the Administration to enter into negotiations with PM AM Corporation, as the top-ranked proposer; and, should negotiations fail with the top-ranked proposer, authorizing the Administration to enter into negotiations with Public Safety Corporation, the second-ranked proposer; and, further, authorizing the Mayor and City Clerk to execute the agreement upon successful negotiations by the Administration.

RECOMMENDATION
APPROVE THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds: OBPI		Amount	Account
	1	N/A	
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Chief Daniel Oates, Chief Virgil Fernandez, Alex Denis

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DO APPROVE AD	MT	JLM

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MIAMIBEACH

AGENDA ITEM C7N
DATE 7-13-16

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-034-AK, FOR FIRE AND POLICE FALSE ALARM BILLING SYSTEM**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The City's Police and Fire Departments are required per City Ordinance to implement a false alarm billing system as currently the City does not have system in place for the registering or tracking of false alarms received by the departments. To seek a vendor that can assist the Administration in implementing the desired system, on January 13, 2016, the City Commission approved the issuance of Request for Proposals (RFP) No. 2016-034-AK. Through the RFP, the City is seeking proposals to enter into revenue sharing contract with qualified firms which have proven experience to implement and collect fees pursuant to false alarm billing. The successful firm shall be regularly engaged in the business of false alarm bill collection.

The successful Proposer will be responsible for providing and fulfil the responsibilities of the City's "alarm administrator" pursuant to the Miami Beach Fire Department Ordinance (Sec. 50-8) and the Miami Beach Police Department Burglar Alarms Ordinance (Sec. 42-81), pertaining to systems designed to summon a Police and Fire Department responses. The Proposer shall implement all aspects of false alarm billing collection for the Fire and Police Department and operate system and all other necessary equipment and services on "software as a service" basis at no additional cost to the City

RFP PROCESS

On January 20, 2016, the RFP was issued, with an opening date of March 14, 2016. A pre-proposal conference to provide information to the proposers submitting a response was held on February 8, 2016.

The City received proposals in response to the RFP from the following two (2) firms:

- PM AM Corporation.
- Public Safety Corporation.

On March 16, 2016, the City Manager appointed the Evaluation Committee via LTC # 127-2016. The Evaluation Committee (the "Committee") consisted of the following individuals:

- Joseph Florio, Fire Technology Administrator, Miami Beach Fire Department, City of Miami Beach

- Juan Meizoso, Fire Division Chief, Miami Beach Fire Department, City of Miami Beach
- John M. Babcock, Manager, Technical Services Division, Records Section, Police Department, City of Miami Beach
- Andre Morales, Technology Coordinator, Investigations & Support Division / Information Resource Office, Police Department, City of Miami Beach

The following individuals were appointed as alternates:

- Anthony Loperfido, Sergeant, Police Department, City of Miami Beach
- Jorge Linares, Captain, Miami Beach Fire Department, City of Miami Beach

The Committee convened on April 19, 2016 to consider proposals received. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided general information on the scope of services and references. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP. The results of the evaluation process, as stipulated in the RFP, are shown in the table below.

RFP# 2016-034-AK Fire and Police False Alarm Billing System	Joseph Florio	Ranking	Juan Meizoso	Ranking	John M. Babcock	Ranking		**LOW AGGREGATE TOTALS**	**Rank**
PM AM Corporation	89	2	98	1	90	1		4	**1**
Public Safety Corporation	91.39	1	96.39	2	89.39	2		5	**2**

Proposer	% of Revenue to be Retained by Proposer	Maximum Allowable Points	Total Points Awarded
PM AM Corporation	21.00%	30	30.00
Public Safety Corporation	23.00%	30	27.39

In determining responsiveness and responsibility of the firm, the Procurement Department verified compliance with the minimum requirements established in the RFP, financial capacity as available in the Dun & Bradstreet Supplier Qualifier Report, and past performance through client references submitted by each proposer.

CITY MANAGER'S DUE DILIGENCE & RECOMMENDATION

After reviewing the submissions and the Evaluation Committee's ranking of the proposals received, I recommend that the Mayor and the City Commission approve the Resolution authorizing the Administration to enter into negotiations with PM AM Corporation, the top-ranked proposer; and, should negotiations fail with the top-ranked proposer, authorizing the Administration to enter into negotiations with Public Safety Corporation, the second-ranked proposer; and, further, authorizing the Mayor and City Clerk to execute the agreement upon successful negotiations by the Administration.

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MIAMIBEACH

OFFICE OF THE CITY MANAGER

LTC # **127-2016**

LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: March 16, 2016

SUBJECT: Evaluation Committee Relative to Request for Proposals (RFP) No. 2016-034-AK Fire and Police False Alarm Billing System

The purpose of this LTC is to update the Mayor and City Commission on the status of Request for Proposals (RFP) No. 2016-034-AK, which seeks to establish an agreement with a qualified firm(s) for Fire and Police False Alarm Billing System.

The City received two (2) proposals pursuant to this RFP on March 14, 2016. The responsive proposals will be reviewed by the Evaluation Committee in accordance with the criteria established in the RFP.

I am considering appointing the following individuals to serve on the Evaluation Committee:

- Joseph Florio, Fire Technology Administrator, Miami Beach Fire Department, City of Miami Beach
- Juan Meizoso, Fire Division Chief, Miami Beach Fire Department, City of Miami Beach
- John M. Babcock, Manager, Technical Services Division, Records Section, Police Department, City of Miami Beach
- Andre Morales, Technology Coordinator, Investigations & Support Division / Information Resource Office, Police Department, City of Miami Beach

I am also considering the following individuals as alternates:

- Anthony Loperfido, Sergeant, Police Department, City of Miami Beach
- Jorge Linares, Captain, Miami Beach Fire Department, City of Miami Beach

I would appreciate any comments and/or suggestions you may have by Monday, March 21, 2016.

Thank you.

C: Mark Taxis, Assistant City Manager
Alex Denis, Director, Procurement Department
Daniel Oats, Chief of Police
Virgilio Fernandez, Chief of Fire Department

JLM//DO/VF/AD

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ATTACHMENT B

REQUEST FOR PORPOSAL (RFP)

AND ADDENDUMS

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490 · Fax: 786-394-4002

ADDENDUM NO. 2
REQUEST FOR PROPOSALS (RFP) 2016-034-AK
FIRE AND POLICE FASLE ALARM BILLING SYSTEM
March 4, 2016

This Addendum to the above-referenced RFP is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFP is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

I. RESPONSES TO QUESTIONS RECEIVED

Q1. On RFP page 26, there is a sentence that reads, "The proposer shall provide the City of Miami Beach with the ability to manage the back office functions of the billing system which should include: system configuration...." , can you please elaborate on what system configuration functions the City is wanting to perform?

A1. The application shall allow the City to review and manage the incidents that were imported into the false alarm billing system such as, incorrectly coded incidents by the report writer, review and flag any incidents that are excluded from billing due to construction with fire watch in effect, the City owned facilities and locations that may be exempt from billing.

Q2. What is the total number of new permit holders, permit renewals, and total billed amount for new permits and permits renewals in the years 2013, 2014 and 2015?

A2. No permits were issued or renewed by the Miami Beach Fire Department from 2013 through 2015.

Q3. What is the total number of false alarms the police responded to from 2013 through 2015?

A3. The Miami Beach Police Department responded to 6,160 false alarms in 2013, 6,235 in 2014 and 6,252 in 2015.

Q4. What is the total amount billed and collected for false alarms by the departments during 2013 through 2015?

A4. No amounts were billed or collected for false alarms by the City of Miami Beach Police or Fire Departments from 2013 through 2015.

Q5. What is the total number of commercial units in the City of Miami Beach?

A5. Presently there are 1,933 commercial units in the City of Miami Beach.

Q6 What is the total number of residential units in the City of Miami Beach?

A6. Presently there are 8,111 residential units in the City of Miami Beach.

Q7. What is the total number of sworn police officers for the Miami Beach Police Department?

A7. Presently there are approximately 392 sworn police officers for the Miami Beach Police Department.

Q8. What is the present method for alarm tracking and billing?

A8. The City does not presently have an alarm tracking and billing system.

Q9. What is the total number of people handling the alarm billing for the following departments?

A9. Presently the Miami Beach Police Department has one person handling the alarm billing; there are none for the Miami Beach Fire Department.

Q10. There appears to be a discrepancy in the fine schedule in the Police Alarm Ordinance. On RFP page 35, sec 42-91. Penalties (a) (1) it states, "For the fourth false burglar alarm in the user's registration period, by a fine of $50." Yet, in the chart on the same page, it states, the First through Fourth alarm is $0. Can you please clarify? Also, the label on the police chart says "Fire/Rescue". Clarify fine schedule for the Police false alarm.

A10. Please see the revised schedule below:

Alarm within 12 months	~~Fire/Rescue~~ Police
First through ~~Fourth~~ Third	$0.00
Fourth	$50.00
Fifth	$100.00
Sixth and above	$200.00

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact:	Telephone:	Email:
Aneta Kamyczek	305-673-7000, ext. 6455	anetakamyczek@miamibeachfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your RFP submission. Potential proposers that have elected not to submit a response to the RFP are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,

Alex Denis
Procurement Director

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490 Fax: 786-394-4002

ADDENDUM NO. 1
REQUEST FOR PROPOSALS (RFP) 2016-034-AK
FIRE AND POLICE FASLE ALARM BILLING SYSTEM
March 2, 2016

This Addendum to the above-referenced RFP is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFP is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

I. REVISION

1. Deadline for the receipt of the proposals is hereby changed to **March 14, 2016 3:00pm.**

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact:	Telephone:	Email:
Aneta Kamyczek	305-673-7000, ext. 6455	anetakamyczek@miamibeachfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your RFP submission. Potential proposers that have elected not to submit a response to the RFP are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,

Alex Denis
Procurement Director

REQUEST FOR PROPOSALS (RFP)

Fire and Police False Alarm Billing System

RFP 2016-034-AK

RFP ISSUANCE DATE: JANUARY 20, 2016

PROPOSALS DUE: MARCH 7, 2016 @ 3:00 PM

ISSUED BY: ANETA KAMYCZEK

MIAMIBEACH

ANETA KAMYCZEK, CONTRACTING OFFICER I
PROCUREMENT DEPARTMENT
1755 Meridian Ave, 3rd Floor, Miami Beach, FL 33139
305.673.7000 x 6455| www.miamibeachfl.gov

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TABLE OF CONTENTS

SOLICITATION SECTIONS: **PAGE**

0100 NOT UTILIZED ..... N/A

0200 INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS 3

0300 PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT 12

0400 PROPOSAL EVALUATION 14

APPENDICES: **PAGE**

APPENDIX A PROPOSAL CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS 16

APPENDIX B "NO PROPOSAL" FORM 23

APPENDIX C MINIMUM REQUIREMENTS & SPECIFICATIONS 25

APPENDIX D SPECIAL CONDITIONS 36

APPENDIX E REVENUE PROPOSAL FORM 38

APPENDIX F INSURANCE REQUIREMENTS 40

APPENDIX G FALSE ALARM ORDINANCE 42

SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes ***PublicPurchase*** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.
The purpose of this Request of Proposal (RFP) is to select a proposer to provide the City of Miami Beach Fire and Police Department with a real-time, web-based "False Alarm Billing System". The City is seeking to enter into a revenue sharing contract with a firm that will be responsible for administrating the City's false alarm billing system which includes database development and management, registration of alarm systems, alarm tracking, billing, collection and accounting services for registration fees and false alarm fees, correspondence with citizens and businesses regarding false alarms.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	January 20th , 2016
Pre-Proposal Meeting	February 8th , 2016 10:00AM
Deadline for Receipt of Questions	February 26th, 2016 5:00PM
Responses Due	March 7th , 2016 3:00PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
Aneta Kamyczek	305-673-7000 ext.: 6455	anetakamyczek@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

City of Miami Beach
Procurement's Department Conference Room
1755 Meridian Ave, 3rd Floor
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 9415468

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through PublicPurchace must register immediately with PublicPurchase to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. COMPLAINCE WITH THE CITY'S LOBBYIST LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

14. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with eh proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. MIAMI BEACH-BASED VENDORS PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3747, a five (5) point preference will be given to a responsive and responsible Miami Beach-based Proposer.

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the Proposer to perform the contract.

(2) Whether the Proposer can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

20. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

21. POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.

22. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

23. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

24. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

27. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

28. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

30. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

32. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit (and cause hotel operator to prohibit) discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender

identity, sexual orientation, marital and familial status, and age or disability in the sale, lease, use or occupancy of the Hotel Project or any portion thereof.

34. DEMONSTRATION OF COMPETENCY. The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.

B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.

C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.

D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.

F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

35. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

37. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

A. Any contract or agreement resulting from the award of this solicitation; then

B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then

C. The solicitation; then

D. The Proposer's proposal in response to the solicitation.

40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

45. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

47. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

48. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

49. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

50. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to $50,000) or the City Manager (for additional items greater than $50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2	Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

2.3 Financial Capacity. Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and

as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3	Scope of Services Proposed
Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications. Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.	

TAB 4	Approach and Methodology
Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, project timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.	

TAB 5	Revenue Proposal
Submit a completed Revenue Proposal Form (Appendix E).	

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400 PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Procurement Department An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may:

- review and score all proposals received, with or without conducting interview sessions; or
- review all proposals received and short-list one or more Proposers to be further considered during subsequent interview session(s) (using the same criteria).

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	30
Scope of Services Proposed	30
Approach and Methodology	10
TOTAL AVAILABLE STEP 1 POINTS	70

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Revenue Proposal	30
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	35

4. Revenue Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Revenue				
Vendor	**Vendor Revenue Proposal**	**Example Maximum Allowable Points** (Points noted are for illustrative purposes only. Actual points are noted above	**Formula for Calculating Points** (lowest revenue / revenue of proposal being evaluated X maximum allowable points = awarded points) Round to	**Total Points Awarded**
Vendor A	30%	20	30 / 30 X 20 = 20	20
Vendor B	25%	20	25 / 30X 20 = 17	17
Vendor C	20%	20	20 / 30X 20 = 13	13

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

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APPENDIX A

Proposal Certification, Questionnaire & Requirements Affidavit

2016-034-AK
Fire and Police False Alarm Billing System

PROCUREMENT DEPARTMENT
1755 Meridian Ave, 3rd Floor
Miami Beach, Florida 33139

MIAMIBEACH

Solicitation No: 2016-034-AK	Solicitation Title: Fire and Police False Alarm Billing System	
Procurement Contact: Aneta Kamyczek	Tel: 305.673.7000 ext. 6455	Email: anetakamyczek@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		
No of Years in Business:	No of Years in Business Locally:	No. of Employees:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
   [ ] YES [ ] NO

   SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

   SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

   SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
   [ ] YES [ ] NO

   SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

   SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

   SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

7. **Living Wage.** On September 30, 2014, the Mayor and City Commission adopted Ordinance 2014-3897 amending Section 2-408 of Division 6, Article VI, of Chapter 2 of the Miami Beach City Code, by increasing the living wage rate to $13.31 an hour without health benefits or $11.62 an hour with health benefits of at least $1.69 an hour with an effective date of January 1, 2015.

Failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. For further information on the Living Wage requirement you may contact the City's Contract Compliance Administrator at (305) 673-7490.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES ☐ NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ YES ☐ NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

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PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
County of _____)

On this ____day of _____, 20__, personally appeared before me _____ who stated that (s)he is the _____ of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

_____
Notary Public for the State of Florida
My Commission Expires: _____.

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APPENDIX B

"No Bid" Form

RFP 2016-034-AK
Fire and Police False Alarm Billing System

PROCUREMENT DEPARTMENT
1755 Meridian Ave. 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

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Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER. (Please specify)

_____

_____

_____

We do __ do not __ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature:_____

Title:_____

Legal Company Name:_____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: Aneta Kamyczek
PROPOSAL #2016-034-AK
1755 Meridian Ave, 3rd floor
MIAMI BEACH, FL 33139

MIAMIBEACH

APPENDIX C

Minimum Requirements & Specifications

RFP 2016-034-AK
Fire and Police False Alarm Billing System

PROCUREMENT DEPARTMENT
1755 Meridian Ave, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Proposer must have successfully installed a minimum of three (3) internet based False Alarm Billing Systems for municipalities in size of no less than 50,000 residents within the last three (3) years.

   SUBMITTAL REQUIREMENTS: For each client listed, provide proof of such service. Proof shall include: client name, client representative, client representative email address and telephone number, contract number, dates of award and brief scope of work.

C2. Statement of Work Required.

The purpose of this Request of Proposal (RFP) is to select a proposer to provide the City of Miami Beach Fire and Police Department with a real-time, web-based "False Alarm Billing System". The City is seeking to enter into a revenue sharing contract with a firm that will be responsible for administrating the City's false alarm billing system which includes database development and management, registration of alarm systems, alarm tracking, billing, collection and accounting services for registration fees and false alarm fees, correspondence with citizens and businesses regarding false alarms for Fire Department and Police. The proposer shall provide the City of Miami Beach with the ability to manage the back office functions of the billing system which should include; system configuration, false alarm case review, account management, financial statistics, quality assurance/insurance and ad-hoc reporting. The application shall allow the residents, business owners and alarm management entities with the capability to register and manage both burglar and fire alarm account information via the internet. The proposer shall provide the customer with all aspects of customer service. The successful proposer will provide all hardware, software, materials, supplies, space, and staff resources as required. Such contract shall be at no cost to the City.

C3. Specifications

- Proposed solution must be hosted by third-party and web-enabled.
- Technical support shall be available via the telephone (toll free) during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., and after hours emergency support.
- Provide customer support to residents and business owners during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.
- Provide a dedicated account manager that will be responsible for providing support and implementation assistance.
- Provide initial training for the Fire and Police Department personnel on the proper use of the functions and applications, both at the individual and administrator level.
- Provide collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolution or orders, as may be amended from time to

time by the City.

- Performance of all the billing in accordance with the City's alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the City.
- Provide customers with ability to make payments on line.
- Identify and provide notice to alarm users that are delinquent by 30 days.
- Report to the City those alarm users that are delinquent by 30 days.
- Respond to citizen complaints about lack of services to an alarm address.
- Respond to miscellaneous citizen complaints concerning the false alarm billing collection and related services.
- The proposer shall be point of contact for all contacts with alarm users.
- The proposer shall send out notices when the City advises vendor that there is a new user of the alarm system.
- All templates for correspondence must be preapproved by the City prior to use by the vendor.
- The proposer shall supply hardware, software and all services necessary to establish and provide the false alarm billing and collection service to include postage. The computer system shall produce various notices including violations, and maintain supplies and services including but not limited to:
  - Hardware/software to maintain all data in reference to this proposal,
  - Supply personnel to perform all pertinent duties under this proposal.
  - The selected proposer shall coordinate with and supply the City all necessary equipment, materials, personnel and services.

C3.1 The system shall include, as a minimum, the following requirements:

- Single vendor for both Police and Fire Departments with separate user management and configuration.
- Single point of contact or Account Manager for both Police and Fire Department.
- Single point of contact and daily resident assistance.
- Web based platform / browser based and no "FAT" client installation.
- Independent and configurable triggers to be defined by Police Computer Aided Dispatch (CAD) data and Fire Department Records Management System (RMS) data.
- Back-end User Management Tool that is permission based.
- Multi browser based builds (Chrome, Safari, Mozilla, Firefox, Opera, IE, etc.).
- Administration Configuration Utility.
- Ad-hoc reporting tool.
- Records retention shall meet the State of Florida Schedule, per Chapter 119 and 257, Florida Statutes.
- Vendor to provide Public Service Announcements and initial mailers for registration kick-off at no cost.
- Maintenance of databases:
  a) Alarm permits.
  b) Permit Holders.
  c) Permit Holders with outstanding charges.
  d) Non-permitted location with outstanding charges.

e) Address verification database.

C3.2 System Functionality Requirements shall be as follows:

- Public education via web and mailers.
- Provide a toll-free citizen customer support telephone line. Such services shall not be outsourced and shall be conducted by the selected vendor. Customer service personnel must have experience in handling the administration aspects (including tracking and billing) of the program and the service must be able to support any citizens' inquiries about the City's alarm ordinance, registrations, fines, etc.
- Provide continuing education programs for alarm users and alarm companies. The promotional campaign may include radio and television public service announcements, billboards, print advertisements.
- Public Access Portal.
- Self-registration of alarm via the web by customer or administrator.
- Mail Registration Acceptance.
- Call Center acceptance of registration to be handled by vendor.
- Ad-hoc reporting.
- Configurable accounting statistical and reporting tools.
- Ability to audit user's access and actions within application (i.e. record changes or billing changes).
- Ability to exclude specific response locations (i.e. City buildings, hospitals, non-response locations).
- Ability to export to Excel, CSV, and or text files.
- Shall return the City's data in an agreed-upon format at the end of the contract term, if the contract is not renewed, or upon any earlier termination.
- Access to query system for notification/billing date/time stamp.
- Provide a monthly report of all fees collected for permits and false alarms.
- Violator must have the ability to dispute the Notice of Violation (NOV) within 30 days of notification (should delay billing functionality once dispute is received).
- Vendor Customer Service to flag disputes and provides notification to the City.
- Vendor to provide a system or business process for handling disputes (correction of record info, request for hearing at Special Master) within certain number of days from Notice of Violation.
- City to have the ability to add notes/follow-up information on individual alarm profiles and incidents.
- Vendor to provide an automated upload process of violations with no end-user intervention.
- Proposer shall work with New World Systems Corporation, the vendor for the City's Police Computer Aided Dispatch (CAD) and Fire Records Management System (RMS) to interface between Proposer's software and the CAD/RMS system.
- Ability to run reports based on geographical location (homeowners association, Fire Department Zone) by set map layers or polygon.

C.4 FEES STRUCTURE

The successful proposer will collect all revenues generated in accordance to the City's False Alarm Ordinance.

C.5 PERCENTAGE OF GROSS (PG)

During the initial term and any approved renewal term, the successful contractor shall pay the City a percentage of its gross revenue collected from the enactment of false alarm program. Percentage of gross revenue shall be paid on a monthly base, showing the fee calculation and supporting payments reconciliation. In the event that the City chooses to extend the term of the agreement for any renewal term(s), the renewal term(s) range of collections may be increased in a manner to be negotiated between the City and successful contractor.

Figure #1 False Alarm – Miami Beach Fire Department.

Sec. 50-8. - Fire alarms, regulations, penalties, enforcement.

(a) *Purpose of regulation.* The purpose of this section is to place responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical, or other means, false fire alarms.

(b) *Scope of regulations.* The provisions of this section shall apply throughout the geographical area serviced [by] the Miami Beach Fire Department.

(c) *Definitions.*

(1) *Alarm user* means the person or other entity that owns, possesses, controls, occupies or manages any premises as defined below.

(2) *False fire alarm* means a signal from a fire alarm system that elicits a response by the Fire Department when no actual or threatened fire-related emergency exists. This definition includes signals activated by negligence, accident, mechanical failure, and electrical failure signals activated intentionally in non-emergency situations; and signals for which the actual cause of activation is unknown. It is a rebuttable presumption that a fire alarm is false if personnel responding from the Fire Department do not discover any evidence of fire or other emergency after following normal Fire Department operating procedures in investigating the incident. An alarm is not false if the alarm user provides evidence that (1) an individual activated the alarm based upon a reasonable belief that a fire-related emergency existed: (2) the alarm system was activated by lightning or an electrical surge that caused physical damage to the system, as evidenced by the testimony of a licensed alarm system contractor who conducted an on-site inspection and personally observed the damage to the system; or (3) the alarm was activated by vandals.

(3) *Fire alarm system* means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of fire-related emergency, requiring urgent attention and to which Fire Department personnel may reasonably be expected to respond, but does not include household fire alarm systems installed in one- or two-family dwellings.

(4) *Household fire alarm system* means a system of devices that is listed for residential use and installed in a one- or two-family dwelling other than facilities that are required to be licensed.

(5) *Premises* means the building or structure, or portion of a building or structure, upon which a fire alarm system is installed or maintained.

(6) *Vandals* means a person or persons who willfully cause damage to the fire alarm system which results in the activation of a fire alarm.

(d) *Fire alarms; posting requirements.* A fire alarm user shall conspicuously post at the main entrance to the alarm user's premises a notice stating (1) the name of an individual or alarm company able and authorized to enter the premises and deactivate the alarm; (2) emergency telephone numbers by which those individuals can be reached at all times; and (3) the name and address of the alarm user. The information must be kept current and failure to update this information within 48 hours of any change constitutes a violation of this section.

(e) *False fire alarms prohibited.* No fire alarm user shall cause, allow, permit or suffer the fire alarm system to emit three or more false alarms in any calendar year.

(f) *Inspection requirements/post activation.* After the second and each additional false fire alarm in one calendar year, the alarm user shall, within 30 days, after the second or subsequent fire alarm activation, file a written inspection and test report with the Fire Department from a licensed fire alarm contractor stating that the fire alarm system has been inspected and tested since the last false fire alarm. The report shall set forth the probable cause of the activation, description of any repairs, modifications made or actions taken to prevent additional false alarm activations. The inspection and test report shall also state that the system is currently fully functional without deficiencies.

(g) *Penalties.* A violator of this section shall receive a fine(s) as follows:

(1) For the first false alarm within a calendar year: A notice of violation with no fine.

(2) For the second false alarm within a calendar year: A notice of violation with no fine.

(3) For the third and fourth false alarm within a calendar year: A citation with a fine of $250.00.

(4) For the fifth false alarm and subsequent false alarms including the twelfth false alarm within a calendar year: A citation with a fine of $500.00.

(5) For the thirteenth and subsequent false alarms within a calendar year: A citation with a fine of $1,000.00.

(h) *Enforcement.* The fire inspector shall issue a citation for each false alarm. A violator who has been issued a citation under this section shall elect either to:

(1) Pay the civil fine in the manner indicated on the citation: or

(2) Request an administrative hearing before a special master to appeal the decision of the fire inspector which resulted in the issuance of the citation.

(i) *Appeal of a citation.* The violator may appeal the citation by requesting an administrative hearing within ten days from the date of issuance. The procedures for appeal of the citation shall be as set forth in Chapter 30, as may be amended from time to time.

(j) *Failure to appeal.* Failure of the named violator to appeal the citation within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the citation, and fines are owed to the City. Unpaid fines may result in the imposition of larger fines and/or further enforcement as set forth in this Chapter.

(k) *Appeal of special master's decision.* Any party aggrieved by the decision of a special master may appeal that decision as provided by applicable Florida Statutes and Florida Rules of

Appellate Procedure.

(l) *Imposition of civil fines.* The City may institute proceedings in a court of competent jurisdiction to compel payment of civil fines. A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator, and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the City may institute proceedings to foreclose or otherwise execute on the lien.

Miami Beach Fire Department False Alarm Ordinance. Penalties.

Alarm within 12 months	Fire/Rescue
First and Second	$0.00
Third and Fourth	$250.00
Fifth thru Twelve	$500.00
Thirteenth and above	$1,000.00

Figure #2 Miami Beach Police Department Burglar Alarms, Ordinance 2014-3830

Sec. 42-81. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm user means the person who owns, possesses, controls, occupies or manages any premises as defined in this section.

False intrusion alarm system means a signal from an intrusion alarm system that elicits a response by the police when no emergency or actual or threatened criminal activity requiring immediate response exists. This definition includes signals activated by negligence, accident, mechanical failure and electrical failure; signals activated intentionally in nonemergency situations; and signals for which the actual cause of activation is unknown. It is a rebuttable presumption that an intrusion alarm is false if the responding police officer does not discover any evidence of unauthorized entry, criminal activity or other emergency after following normal police procedures in investigating the incident. An alarm is not false if the alarm user proves that:

(1) An individual activated the alarm based upon a reasonable belief that an emergency or actual or threatened criminal activity requiring immediate response existed; or

(2) The alarm system was activated by lightning, thunderstorms, severe weather conditions or an electrical surge that caused physical damage to the system, as evidenced by testimony of a licensed alarm system contractor who conducted an on-site inspection and personally observed the damage to the system.

Intrusion alarm system means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention and to which the police department may reasonably be expected to respond, but does not include fire alarms or alarms installed in motor vehicles. If a fire alarm system is connected to an intrusion alarm system, this section shall not apply to false alarms that the alarm user proves were generated by the fire

alarm portion of the system.

Premises means the building or structure or portion thereof upon which an intrusion alarm system is installed or maintained.

Ord. No. 97-3078, § 2

Sec. 42-82. - Purpose of division.

The purpose of this division is to place the responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical or other means, false burglary and robbery alarms.

Sec. 42-83. - Enforcement of division.

This division shall be enforced by the police department of the city.

Sec. 42-84. - Alarm registration and permit renewal.

(a) Permits shall be renewed annually during the month of January. The fee for renewal will be as set forth in appendix A of this Code. Failure to pay the permit renewal fee shall result in the termination of police response to intrusion alarms. The renewal fee will be waived for all alarm users who have had no false intrusion alarms during the past 12 months.

(b) Before police response to any alarm is terminated under this section, the police department will notify the alarm user and the alarm monitoring company by certified mail, return receipt requested. The notification will inform the alarm user and the alarm monitoring company that the alarm is being operated in violation of this section and that police response to alarms will be terminated in 30 days unless the alarm is registered and the renewal fee is paid. The alarm company that installs an alarm system, or the user of an alarm system not installed by a company, shall file the following information with the city police department false alarm section within 48 hours of such installation, excluding weekends and holidays. For alarms existing before October 8, 1997, alarm users must, within 60 days of October 8, 1997, file a completed alarm registration/permit form with the police department, providing the following information:

(1) The names of individuals able and authorized to enter the premises and deactivate the alarm.

(2) Emergency telephone numbers by which those individuals can be reached at all times.

(3) The name and telephone number of the alarm company that is monitoring the alarm system, if applicable.

(4) The name and telephone number of the alarm company that installed the system, if different from the monitoring entity.

(5) The name and address of the alarm user. The alarm company or, where there is no alarm company, the user must make certain that the information filed with the police department is current. Failure to update this information within five working days of any change, excluding weekends and holidays, constitutes a violation of this section.

(6) Whether the alarm is equipped with a backup power supply that will automatically be activated in the event of a power failure.

(7) Whether the alarm is equipped with a device that automatically silences the alarm within 15 minutes after activation.

Sec. 42-85. - Required equipment in an intrusion alarm.

An intrusion alarm user shall not use an intrusion alarm system unless that intrusion alarm system is equipped with:

(1) A backup power supply that will automatically be activated in the event of power failure or outage; and

(2) A device that automatically silences the alarm within 15 minutes after activation.

Within 18 months from April 12, 1997, alarm users shall be responsible to ensure that all existing intrusion alarm systems are brought into compliance with subsections (1) and (2) of this section. Intrusion alarms installed after April 2, 1997, shall comply with the requirements of subsections (1) and (2) of this section before they can be activated in the city.

Sec. 42-86. - False alarms.

No alarm user shall cause, allow or permit the intrusion alarm system to give four or more false intrusion alarms in any registered period.

Sec. 42-87. - Cancelling false intrusion alarm calls.

Alarm monitoring companies shall in all cases attempt to verify that any activated alarm is not false. They shall, within ten minutes of the alarm activation, notify the city police department to cancel a police response to alarm calls that they have determined false as defined in section 42-81. The police department will cancel the police response only under the following conditions:

(1) The police department received notification prior to the officer's arrival at the alarm location.

(2) The alarm is not a panic alarm.

Sec. 42-88. - Limitation to police response.

(a) Police are not required to respond to:

(1) Intrusion alarms at locations where seven or more substantial false alarms occurred in a dynamic 12-month period unless the provisions of section 42-91 are complied with.

(2) Intrusion alarms at locations where an intrusion alarm fine was not paid within 60 days of a notice of violation unless the provisions of section 42-91 are complied with.

(3) Locations where required alarm registration information was not filed within 60 days of a notice of violation for failure to file alarm information.

(b) Nothing in this section shall:

(1) Preclude the police department from responding to panic or ambush alarm signals, calls describing emergencies or crimes in progress or routine calls for service.

(2) Limit the police department from issuing a notice of violation for alarms in violation of this division.

(3) Be construed to create a duty to respond in any circumstances where such a duty does not exist pursuant to the statutory or common law of the state.

(c) A notice that police response will be discontinued, for any of the reasons set forth in this section, will accompany a notice of violation and will be posted at the affected location, or be sent to the user by certified mail, return receipt requested, at least 30 days prior to

discontinuing service.

(d) Police response will continue while an appeal is pending under section 42-91.

(e) In order to restore police response to burglar alarms at terminated locations, the alarm user:

(1) When police response had been discontinued pursuant to subsection (a)(1) of this section, must submit a letter or written report from a licensed alarm company certifying that the alarm system is working properly, and pay all outstanding fines pursuant to this division.

(2) When police response had been discontinued pursuant to subsection (a)(2) of this section, must pay all outstanding fines pursuant to this division.

(3) When police response has been discontinued pursuant to subsection (a)(3) of this section, must submit completed alarm registration information to the police department and pay all outstanding fines pursuant to this division.

Sec. 42-89. - Enforcement.

The Miami Beach Police Department shall enforce the provisions of this section. This shall not preclude other law enforcement agencies or regulatory bodies from any action to assure compliance with this section, and all applicable laws. If an enforcing officer finds a violation of this section, the officer may issue a notice of violation to the violator. The notice of violation must inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ten days after service of the notice of violation, and that failure to appeal the violation within the ten days, shall constitute an admission of the violation and a waiver of the right to a hearing.

Sec. 42-90. - Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal.

(1) A violator who has been served with a notice of violation must elect to either:

a. Pay the civil fine in the manner indicated on the notice of violation; or

b. Request an administrative hearing before a special master to appeal the notice of violation, which must be requested within ten days of the issuance of the notice of violation.

(2) The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-72 and 30-73.

(3) If the named violator, after issuance of the notice of violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special master, the special master may be informed of such failure by report from the officer. Failure of the named violator to appeal the decision of the officer within the prescribed time period must constitute a waiver of the violator's right to an administrative hearing before the special master, and must be treated as an admission of the violation, which fines and penalties to be assessed accordingly.

(4) A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a

court judgment except for enforcement purposes. After two months from the recording of any such lien that remains unpaid, the city may foreclose or otherwise execute upon the lien.

(5) Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

(6) The special master shall be prohibited from hearing the merits of the notice of violation or the consideration of the timeliness of a request for an administrative hearing, if the violator has failed to request the administrative hearing within ten days of the issuance of the notice of violation.

(7) The special master shall not have discretion to alter the penalties prescribed in sections 42-91 and 42-92.

Sec. 42-91. - Penalties.

(a) Civil fine for violators. The following civil fines must be imposed for a violation of section 42-86 for those violations incurred for a false intrusion alarm:

(1) For the fourth false burglar alarm in the user's registration period, by a fine of $50.00.

(2) For the fifth false burglar alarm in the user's registration period, by a fine of $100.00.

(3) For the sixth and each additional false burglar alarm in the user's registration period, by a fine of $200.00.

(4) For each violation of section 42-87, the alarm monitoring company shall be fined $100.00.

(b) An alarm user shall not be fined more than $200.00 for false alarms that occur at the same premises in any 24-hour period.

(c) No penalty specified hereunder shall be imposed or assessed against any entity that qualifies as tax exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code provided that the premises are used exclusively by said entity for such tax exempt purposes.

Miami Beach Police Department Burglary Alarm Ordinance. Penalties

Alarm within 12 months	Fire/Rescue
First through Fourth	$0.00
Fifth	$100.00
Sixth and above	$200.00

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APPENDIX D

Special Conditions

RFP 2016-034-AK
Fire and Police False Alarm Billing System

PROCUREMENT DEPARTMENT
1755 Meridian Ave, 3rd Floor
Miami Beach, Florida 33139

1. TERM OF CONTRACT. The contract shall commence upon the date of notice of award and shall be effective for two (2) years.

2. OPTIONS TO RENEW. The City will have the option to extend for three (3) additional one-year periods subject to the availability of funds for succeeding fiscal years.

3. WARRANTY/GUARANTEE REQUIREMENTS. The contractor warrants the materials supplied and the work performed under this contract conform to warranty materials provided and work performed for one (1) year from date of completion.

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the contractor is under contract with the City at the time of any defect. Any payment by the City on behalf of the goods or services received from the contractor does not constitute a waiver of these warranty provisions.

The contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within five (5) calendar days after the City notifies the contractor of such deficiency in writing. If the contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the contractor, in writing, that the bidder may be debarred as a City bidder/proposer and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within ten (10) calendar days of receipt of the notice. If the contractor fails to satisfy the warranty within the period specified in the notice, the City may (a) place the contractor in defaults of its contract, and/or (b) procure the products or services from another contractor and charge the contractor for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

4. FAILURE TO PERFORM. Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

5. COMPLETE PROJECT REQUIRED. These specifications describe the various items or classes or work required, enumerating or defining the extent necessary, but failure to list any item or classes under the scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of this project.

6. ADDITIONAL SERVICES. Services not specifically identified in this request may be added to any resultant contract upon successful negotiations and mutual consent of the contracting parties.

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APPENDIX E

Revenue Proposal Form

RFP 2016-034-AK
Fire and Police False Alarm Billing System

PROCUREMENT DEPARTMENT
1755 Meridian Ave, 3rd Floor
Miami Beach, Florida 33139

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APPENDIX A
PROPOSAL TENDER FORM

Failure to submit Section 5, Proposal Tender Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. **Proposal Tender Forms (Section 5) completed in pencil shall be deemed non-responsive.** All corrections on the Proposal Tender Form (Section 5) shall be initialed.

The successful proposer will collect all revenues generated in accordance to the City's False Alarm Ordinance. Proposer shall propose a minimum monthly percentage of Gross Revenue, to be paid on a monthly base, showing the fee calculation and supporting payments reconciliation

Range of Collections Based on the Annual Collection Periods	% Collection
0-$150,000.00	_____%
$150,001-300,000	_____%
$300,001 and above	_____%

Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

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APPENDIX F

Insurance Requirements

RFP 2016-034-AK
Fire and Police False Alarm Billing System

PROCUREMENT DEPARTMENT
1755 Meridian Ave, 3rd Floor
Miami Beach, Florida 33139

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INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability $ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability - $1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. Excess Liability - $_____.00 per occurrence to follow the primary coverages.
5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
6. Other Insurance as indicated:

___ Builders Risk completed value	$_____.00
___ Liquor Liability	$_____.00
___ Fire Legal Liability	$_____.00
___ Protection and Indemnity	$_____.00
___ Employee Dishonesty Bond	$_____.00
___ Other	$_____.00

7. Thirty (30) days written cancellation notice required.
8. Best's guide rating B+:VI or better, latest edition.
9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

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APPENDIX G

False Alarm Ordinance

RFP 2016-034-AK
Fire and Police False Alarm Billing System

PROCUREMENT DEPARTMENT
1755 Meridian Ave, 3rd Floor
Miami Beach, Florida 33139

False Alarms – Miami Beach Fire Department.

Sec. 50-8. - Fire alarms, regulations, penalties, enforcement.

(a) *Purpose of regulation.* The purpose of this section is to place responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical, or other means, false fire alarms.

(b) *Scope of regulations.* The provisions of this section shall apply throughout the geographical area serviced [by] the Miami Beach Fire Department.

(c) *Definitions.*

(1) *Alarm user* means the person or other entity that owns, possesses, controls, occupies or manages any premises as defined below.

(2) *False fire alarm* means a signal from a fire alarm system that elicits a response by the Fire Department when no actual or threatened fire-related emergency exists. This definition includes signals activated by negligence, accident, mechanical failure, and electrical failure signals activated intentionally in non-emergency situations; and signals for which the actual cause of activation is unknown. It is a rebuttable presumption that a fire alarm is false if personnel responding from the Fire Department do not discover any evidence of fire or other emergency after following normal Fire Department operating procedures in investigating the incident. An alarm is not false if the alarm user provides evidence that (1) an individual activated the alarm based upon a reasonable belief that a fire-related emergency existed; (2) the alarm system was activated by lightning or an electrical surge that caused physical damage to the system, as evidenced by the testimony of a licensed alarm system contractor who conducted an on-site inspection and personally observed the damage to the system; or (3) the alarm was activated by vandals.

(3) *Fire alarm system* means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of fire-related emergency, requiring urgent attention and to which Fire Department personnel may reasonably be expected to respond, but does not include household fire alarm systems installed in one- or two-family dwellings.

(4) *Household fire alarm system* means a system of devices that is listed for residential use and installed in a one- or two-family dwelling other than facilities that are required to be licensed.

(5) *Premises* means the building or structure, or portion of a building or structure, upon which a fire alarm system is installed or maintained.

(6) *Vandals* means a person or persons who willfully cause damage to the fire alarm system which results in the activation of a fire alarm.

(d) *Fire alarms; posting requirements.* A fire alarm user shall conspicuously post at the main entrance to the alarm user's premises a notice stating (1) the name of an individual or alarm company able and authorized to enter the premises and deactivate the alarm; (2) emergency telephone numbers by which those individuals can be reached at all times; and (3) the name and address of the alarm user. The information must be kept current and failure to update this information within 48 hours of any change constitutes a violation of this section.

(e) *False fire alarms prohibited.* No fire alarm user shall cause, allow, permit or suffer the fire alarm system to emit three or more false alarms in any calendar year.

(f) *Inspection requirements/post activation.* After the second and each additional false fire alarm in one calendar year, the alarm user shall, within 30 days, after the second or subsequent fire alarm activation, file a written inspection and test report with the Fire Department from a licensed fire alarm contractor stating that the fire alarm system has been inspected and tested since the last false fire alarm. The report shall set forth the probable cause of the activation, description of any repairs, modifications made or actions taken to prevent additional false alarm activati

ons. The inspection and test report shall also state that the system is currently fully functional without deficiencies.

(g) *Penalties.* A violator of this section shall receive a fine(s) as follows:

(1) For the first false alarm within a calendar year: A notice of violation with no fine.

(2) For the second false alarm within a calendar year: A notice of violation with no fine.

(3) For the third and fourth false alarm within a calendar year: A citation with a fine of $250.00.

(4) For the fifth false alarm and subsequent false alarms including the twelfth false alarm within a calendar year: A citation with a fine of $500.00.

(5) For the thirteenth and subsequent false alarms within a calendar year: A citation with a fine of $1,000.00.

(h) *Enforcement.* The fire inspector shall issue a citation for each false alarm. A violator who has been issued a citation under this section shall elect either to:

(1) Pay the civil fine in the manner indicated on the citation: or

(2) Request an administrative hearing before a special master to appeal the decision of the fire inspector which resulted in the issuance of the citation.

(i) *Appeal of a citation.* The violator may appeal the citation by requesting an administrative hearing within ten days from the date of issuance. The procedures for appeal of the citation shall be as set forth in Chapter 30, as may be amended from time to time.

(j) *Failure to appeal.* Failure of the named violator to appeal the citation within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master. A waiver of the right to an administrative hearing shall be treated as an admission of the citation, and fines are owed to the City. Unpaid fines may result in the imposition of larger fines and/or further enforcement as set forth in this Chapter.

(k) *Appeal of special master's decision.* Any party aggrieved by the decision of a special master may appeal that decision as provided by applicable Florida Statutes and Florida Rules of Appellate Procedure.

(l) *Imposition of civil fines.* The City may institute proceedings in a court of competent jurisdiction to compel payment of civil fines. A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator, and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the City may institute proceedings to foreclose or otherwise execute on the lien.

Miami Beach Fire Department False Alarm Ordinance. Penalties.

Alarm within 12 months	Fire/Rescue
First and Second	$0.00
Third and Fourth	$250.00
Fifth thru Twelve	$500.00
Thirteenth and above	$1,000.00

Miami Beach Police Department Burglar Alarms, Ordinance 2014-3830

Sec. 42-81. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm user means the person who owns, possesses, controls, occupies or manages any premises as defined in this section.

False intrusion alarm system means a signal from an intrusion alarm system that elicits a response by the police when no emergency or actual or threatened criminal activity requiring immediate response exists. This definition includes signals activated by negligence, accident, mechanical failure and electrical failure; signals activated intentionally in nonemergency situations; and signals for which the actual cause of activation is unknown. It is a rebuttable presumption that an intrusion alarm is false if the responding police officer does not discover any evidence of unauthorized entry, criminal activity or other emergency after following normal police procedures in investigating the incident. An alarm is not false if the alarm user proves that:

(1) An individual activated the alarm based upon a reasonable belief that an emergency or actual or threatened criminal activity requiring immediate response existed; or

(2) The alarm system was activated by lightning, thunderstorms, severe weather conditions or an electrical surge that caused physical damage to the system, as evidenced by testimony of a licensed alarm system contractor who conducted an on-site inspection and personally observed the damage to the system.

Intrusion alarm system means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention and to which the police department may reasonably be expected to respond, but does not include fire alarms or alarms installed in motor vehicles. If a fire alarm system is connected to an intrusion alarm system, this section shall not apply to false alarms that the alarm user proves were generated by the fire alarm portion of the system.

Premises means the building or structure or portion thereof upon which an intrusion alarm system is installed or maintained.

Ord. No. 97-3078, § 2

Sec. 42-82. - Purpose of division.

The purpose of this division is to place the responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical or other means, false burglary and robbery alarms.

Sec. 42-83. - Enforcement of division.

This division shall be enforced by the police department of the city.

Sec. 42-84. - Alarm registration and permit renewal.

(a) Permits shall be renewed annually during the month of January. The fee for renewal will be as set forth in appendix A of this Code. Failure to pay the permit renewal fee shall result in the termination of police response to intrusion alarms. The renewal fee will be waived for all alarm users who have had no false intrusion alarms during the past 12 months.

(b) Before police response to any alarm is terminated under this section, the police department will notify the alarm user and the alarm monitoring company by certified mail, return receipt requested. The notification will inform the alarm user and the alarm monitoring company that the alarm is being operated in violation of this section and that police response to alarms will be terminated in 30 days unless the alarm is registered and the renewal fee is paid. The alarm company that installs an alarm system, or the user of an alarm system not installed by a company, shall file the following information with the city police department false alarm section within 48 hours of such installation, excluding weekends and holidays. For alarms existing before October 8, 1997, alarm users must, within 60 days of October 8, 1997, file a completed alarm registration/permit form with the police departme nt,

providing the following information:

(1) The names of individuals able and authorized to enter the premises and deactivate the alarm.

(2) Emergency telephone numbers by which those individuals can be reached at all times.

(3) The name and telephone number of the alarm company that is monitoring the alarm system, if applicable.

(4) The name and telephone number of the alarm company that installed the system, if different from the monitoring entity.

(5) The name and address of the alarm user. The alarm company or, where there is no alarm company, the user must make certain that the information filed with the police department is current. Failure to update this information within five working days of any change, excluding weekends and holidays, constitutes a violation of this section.

(6) Whether the alarm is equipped with a backup power supply that will automatically be activated in the event of a power failure.

(7) Whether the alarm is equipped with a device that automatically silences the alarm within 15 minutes after activation.

Sec. 42-85. - Required equipment in an intrusion alarm.

An intrusion alarm user shall not use an intrusion alarm system unless that intrusion alarm system is equipped with:

(1) A backup power supply that will automatically be activated in the event of power failure or outage; and

(2) A device that automatically silences the alarm within 15 minutes after activation.

Within 18 months from April 12, 1997, alarm users shall be responsible to ensure that all existing intrusion alarm systems are brought into compliance with subsections (1) and (2) of this section. Intrusion alarms installed after April 2, 1997, shall comply with the requirements of subsections (1) and (2) of this section before they can be activated in the city.

Sec. 42-86. - False alarms.

No alarm user shall cause, allow or permit the intrusion alarm system to give four or more false intrusion alarms in any registered period.

Sec. 42-87. - Cancelling false intrusion alarm calls.

Alarm monitoring companies shall in all cases attempt to verify that any activated alarm is not false. They shall, within ten minutes of the alarm activation, notify the city police department to cancel a police response to alarm calls that they have determined false as defined in section 42-81. The police department will cancel the police response only under the following conditions:

(1) The police department received notification prior to the officer's arrival at the alarm location.

(2) The alarm is not a panic alarm.

Sec. 42-88. - Limitation to police response.

(a) Police are not required to respond to:

(1) Intrusion alarms at locations where seven or more substantial false alarms occurred in a dynamic 12-month period unless the provisions of section 42-91 are complied with.

(2) Intrusion alarms at locations where an intrusion alarm fine was not paid within 60 days of a notice of violation

unless the provisions of section 42-91 are complied with.

(3) Locations where required alarm registration information was not filed within 60 days of a notice of violation for failure to file alarm information.

(b) Nothing in this section shall:

(1) Preclude the police department from responding to panic or ambush alarm signals, calls describing emergencies or crimes in progress or routine calls for service.

(2) Limit the police department from issuing a notice of violation for alarms in violation of this division.

(3) Be construed to create a duty to respond in any circumstances where such a duty does not exist pursuant to the statutory or common law of the state.

(c) A notice that police response will be discontinued, for any of the reasons set forth in this section, will accompany a notice of violation and will be posted at the affected location, or be sent to the user by certified mail, return receipt requested, at least 30 days prior to discontinuing service.

(d) Police response will continue while an appeal is pending under section 42-91.

(e) In order to restore police response to burglar alarms at terminated locations, the alarm user:

(1) When police response had been discontinued pursuant to subsection (a)(1) of this section, must submit a letter or written report from a licensed alarm company certifying that the alarm system is working properly, and pay all outstanding fines pursuant to this division.

(2) When police response had been discontinued pursuant to subsection (a)(2) of this section, must pay all outstanding fines pursuant to this division.

(3) When police response has been discontinued pursuant to subsection (a)(3) of this section, must submit completed alarm registration information to the police department and pay all outstanding fines pursuant to this division.

Sec. 42-89. - Enforcement.

The Miami Beach Police Department shall enforce the provisions of this section. This shall not preclude other law enforcement agencies or regulatory bodies from any action to assure compliance with this section, and all applicable laws. If an enforcing officer finds a violation of this section, the officer may issue a notice of violation to the violator. The notice of violation must inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ten days after service of the notice of violation, and that failure to appeal the violation within the ten days, shall constitute an admission of the violation and a waiver of the right to a hearing.

Sec. 42-90. - Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal.

(1) A violator who has been served with a notice of violation must elect to either:

a. Pay the civil fine in the manner indicated on the notice of violation; or

b. Request an administrative hearing before a special master to appeal the notice of violation, which must be requested within ten days of the issuance of the notice of violation.

(2) The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-72 and 30-73.

(3) If the named violator, after issuance of the notice of violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special master, the special master may be informed of such failure by report

from the officer. Failure of the named violator to appeal the decision of the officer within the prescribed time period must constitute a waiver of the violator's right to an administrative hearing before the special master, and must be treated as an admission of the violation, which fines and penalties to be assessed accordingly.

(4) A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the recording of any such lien that remains unpaid, the city may foreclose or otherwise execute upon the lien.

(5) Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

(6) The special master shall be prohibited from hearing the merits of the notice of violation or the consideration of the timeliness of a request for an administrative hearing, if the violator has failed to request the administrative hearing within ten days of the issuance of the notice of violation.

(7) The special master shall not have discretion to alter the penalties prescribed in sections 42-91 and 42-92.

Sec. 42-91. - Penalties.

(a) Civil fine for violators. The following civil fines must be imposed for a violation of section 42-86 for those violations incurred for a false intrusion alarm:

(1) For the fourth false burglar alarm in the user's registration period, by a fine of $50.00.

(2) For the fifth false burglar alarm in the user's registration period, by a fine of $100.00.

(3) For the sixth and each additional false burglar alarm in the user's registration period, by a fine of $200.00.

(4) For each violation of section 42-87, the alarm monitoring company shall be fined $100.00.

(b) An alarm user shall not be fined more than $200.00 for false alarms that occur at the same premises in any 24-hour period.

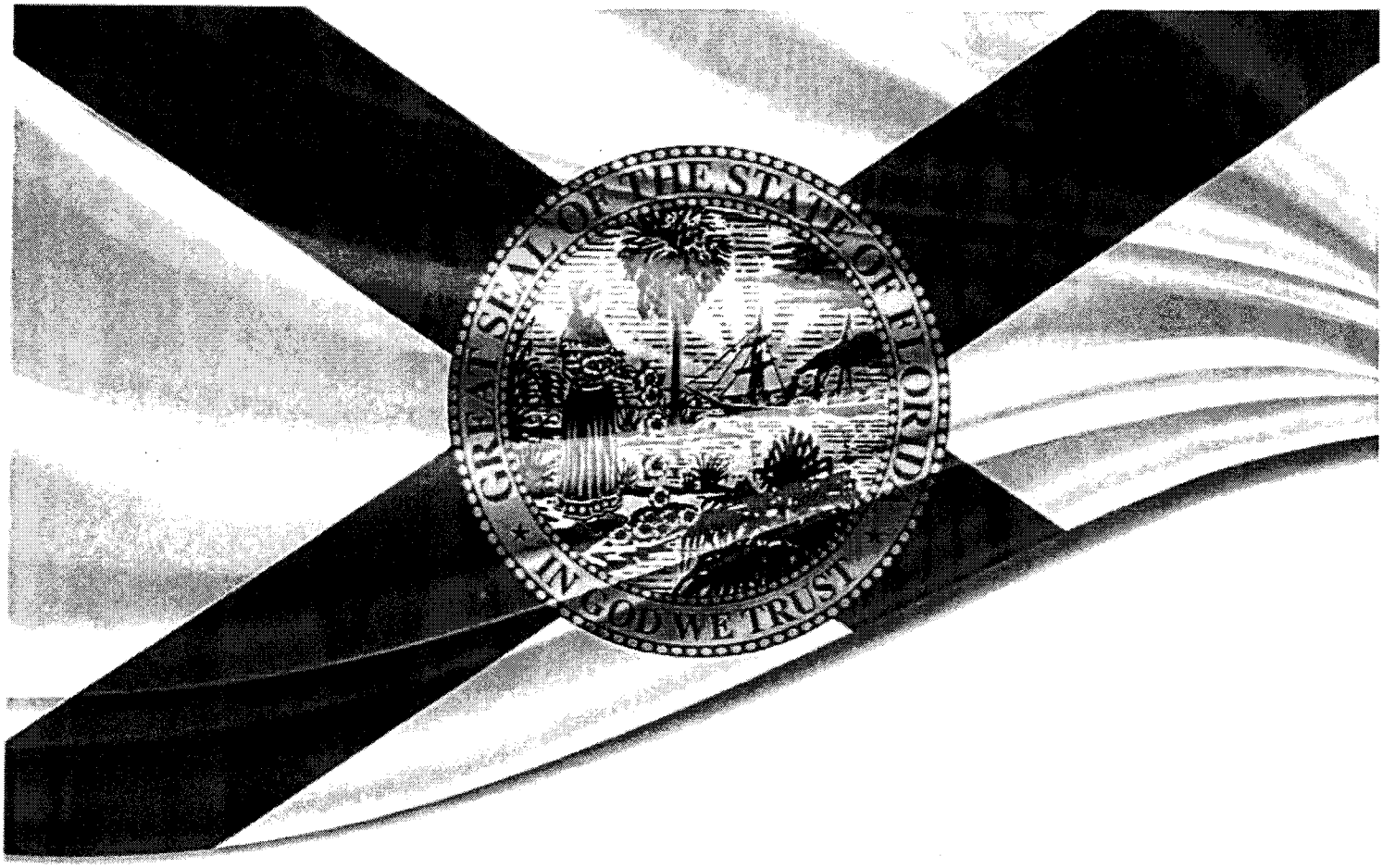
(c) No penalty specified hereunder shall be imposed or assessed against any entity that qualifies as tax exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code provided that the premises are used exclusively by said entity for such tax exempt purposes.

Miami Beach Police Department Burglary Alarm Ordinance. Penalties

Alarm within 12 months	Fire/Rescue
First through Fourth	$0.00
Fifth	$100.00
Sixth and above	$200.00

ATTACHMENT C

CONSULTANTS RESPONSE TO THE (RFP)



RFP Response to: Fire & Police False Alarm Billing System

March 14, 2016
Electronic Copy

MIAMIBEACH

Provided by: PM AM Corporation
5430 LBJ Freeway, Suite 370
Dallas, Texas 75240
(972) 831-7400
www.PMAM.com

Around the world
PM AM
Around the clock

COVER LETTER AND MINIMUM QUALIFICATION REQUIREMENTS

Cover Letter

March 14, 2016

City of Miami Beach Procurement Department
Attention: Aneta Kamyczek
Contracting Officer I
1755 Meridian Ave, 3rd Floor
Miami Beach, FL 33139

RE: RFP 2016-034-AK for Fire and Police False Alarm Billing System

Dear Ms. Kamyczek:

It is with distinct pleasure that PM AM Corporation submits this proposal response to the City of Miami Beach's Request for Proposals for Fire and Police False Alarm Billing System. Per your request, please find enclosed ***a)*** 1 original proposal ***b)*** 10 copies and ***c)*** 1 electronic copy.

PM AM has established itself as the alarm industry leader in providing managed services by staying committed to four primary goals:

1. Obtain a *real reduction* in the number of false alarm calls for service;

2. *Maximize* revenue that can be realized by the City's alarm program, recovering real dollars spent responding to calls for service related to false alarms;

3. Redefine what's possible in customer experience for the City and its citizens;

4. Significantly reduce the City's administrative burden of overseeing the alarm program.

In this RFP response, we describe in detail PM AM's proprietary, 100% web-based technology, best-practices, and carefully thought out approach to enabling the City reach its alarm program goals. PM AM offers the most comprehensive and unique solution for alarm administration and collection services.

Operating from our headquarters located within the City of Dallas, PM AM serves over 200 municipal and county jurisdictions across North America with various applications we have-developed specifically for the law enforcement industry. We are proud to represent that 80 of these jurisdictions leverage PM AM's False Alarm Management Solutions (FAMS).

Throughout our response, the reviewers shall see how PM AM has considered the City's current and future state of its alarm program. Through PM AM's commitment to continuous innovation and the delivery of the most superior customer experience available in the industry, our intent is to make the City of Miami Beach our flagship customer within an already established "*who's-who*" client city portfolio.

Contained herein, we describe how other jurisdictions like Pembroke Pines, FL; Cobb County, GA; Houston, TX; as well as the City of Oakland, CA are realizing extraordinary results from their respective alarm programs, otherwise unobtainable prior to becoming a valued PM AM partner.

Ms. Kamyczek, in closing I want to thank you for providing this opportunity for PM AM Corporation to respond to the City of Miami Beach's complete alarm management needs. My colleagues and I look forward to the opportunity to present and demonstrate to you how PM AM Corporation can serve your Alarm Administration and Collection needs.

Please, do not hesitate to contact me if you or any member of the committee have any questions regarding this response.

Sincerely yours,

Dennis White
Executive Vice President
Phone: 972-831-7404
Email: DennisW@pmam.com

CONFIDENTIALITY NOTICE

Please be advised that the following proposal to provide the requested services on behalf of the city of Miami Beach contains certain proprietary and confidential information of PM AM Corporation that is being provided to the City in confidence for the sole purpose of permitting the City and its authorized employees, counsel, and representatives to consider and evaluate our proposal in order to determine whether such proposal is acceptable to the City.

If the city receives a request from a third party under the applicable open records act, freedom of information act, or comparable statute or ordinance requesting a copy of our proposal, we respectfully request that the city refrain from making such disclosure and promptly notify Pankaj Kumar, the Chief Executive Officer of PM AM Corporation, at pankajk@pmam.com of such request so that we may timely file an appropriate response to such disclosure with the appropriate authority so that such authority may decide whether our proposal or parts thereof, redacted or otherwise, should be disclosed to the requesting party.

Thank you for your consideration of our proposal.

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1	Page 66	Trade Secret			
2	Pages 72-74	Trade Secret			
3	Dun and Bradstreet SQR	Trade Secret			

Table of Contents

Cover Letter and Minimum Qualification Requirements 2
- Cover Letter 2
- Table of Contents 5
- Proposal Certification, Questionnaire and Requirements Affidavit 7
  - General Proposer Information 7
  - Veteran Owned Business 7
  - Conflict of Interest 7
  - References and Past Performance 8
  - Suspension, Debarment or Contract Cancellation 9
  - Vendor Campaign Contributions 9
  - Code of Business Ethics 9
  - Living Wage 9
  - Equal Benefits for Employees with Spouses and Employees with Domestic Partners 10
  - Public Entity Crimes 10
  - Acknowledgement of Addendum 10
- Minimum Qualifications Requirements 11
  - Statement of Work 12

Experience and Qualifications 16
- PM AM History and Qualifications 16
  - Awards & Certifications 16
  - Innovations and Milestones 17
  - PM AM Customer Profile 17
  - Client Experiences 19
- Qualifications of Proposed Team 24
  - Organization Chart 24
  - Key Personnel Committed to Project 25
  - Resumes of Management Team Assigned to Miami Beach Project 27
- Financial Capacity 32

Scope of Services Proposed 33
- Specifications 33
- FAMS Processes at a Glance 49
  - Alarm Permitting 49
  - Permit Renewals 50

False Alarm invoicing At a Glance 50
GIS Address Validation 52
Security Companies Self-Service Web Portal 52
Citizen Self Service Web Portal 53
Mobile Strategy 55
Reporting 55
Dashboards and Analytics Reports 55
Lock Box and Accounts Reconciliation 56
Customer Service Center 57
Business and IT Support Processes 63
Approach and Methodology 67
Implementation Planning and Schedule 67
Citizen Outreach 71
Project Implementation Timelines 73
Revenue Proposal 75
Pricing for FAMS (Turn-Key Services) 75
Ongoing System and Maintenance Needs and Costs 75
Contract Statements 76
Appendix 77
1) Proposal Certification, Questionnaire and Requirements Affidavit Form 77
2) Dun and Bradstreet Supplier Qualification Report 77
3) Proposal Tender Form 77

Proposal Certification, Questionnaire and Requirements Affidavit

As required by the RFP Proposal Format, PM AM is submitting the information requested in the Proposal Certification, Questionnaire and Requirements Affidavit in this section.

Additionally, as required by the City of Miami Beach RFP 2016-034-AK, PM AM is submitting the fully completed and executed Proposal Certification, Questionnaire and Requirements Affidavit Form (Appendix A) in the *"Appendix"* of this response.

General Proposer Information

FIRM NAME: PM AM Corporation		
No of Years in Business: 17	No. of Years in Business Locally: 0	No. of Employees: 42
Other Name(s) Proposer has operated under in the last 10 years: N/A		
Firm Primary Address (Headquarters): 5430 LBJ Freeway, Suite 370		
City: Dallas		
State: TX		Zip Code: 75240
Telephone No.: 972-831-7401		
Toll Free No.: 888-584-7499		
Fax No.: 972-831-7499		
Firm Local Address: N/A		
City: N/A		
State: N/A		Zip Code: N/A
Primary Account Representative for this Engagement: Dennis White		
Account Rep Telephone No.: 972-831-7404		
Account Rep Toll Free No.: N/A		
Account Rep Email: DennisW@pmam.com		
Federal Tax Identification No.: 75-280-4067		

Veteran Owned Business

PM AM is not claiming the status of Veteran owned business for this RFP.

Conflict of Interest

PM AM undertakes that it does not have any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Additionally, any city employee of City of Miami Beach does not own, directly or indirectly, an interest of ten (10%) percent or more in PM AM Corporation or its affiliates.