

# Memorandum



**Date:** June 4, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

Agenda Item No. 8(O)(4)

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Request to Advertise for Program and Construction Management Services for the Implementation of a Pump Station Improvement Program Project Number - E13-WASD-02R

## Recommendation

It is recommended that the Board approve this Request to Advertise for Program and Construction Management Services for the Implementation of a Pump Station Improvement Program (PSIP).

This solicitation serves to replace E13-WASD-02, which was cancelled on May 8, 2013, as discussed in my memorandum to the Board of that same date (attached). That solicitation was cancelled in order to provide the Board the opportunity to review and approve the solicitation document, the approach/structure of the Program and Construction Management Team, the scope of services, small business goals, and the evaluation/scoring criteria. Specifically, since the cancellation of the original solicitation, WASD has conducted additional review of, and validated, the scope of services and structure of the Program and Construction Management Team, the Internal Services Department (ISD) has further reviewed the solicitation instrument requirements, and the Regulatory and Economic Resources Department (RER) has further evaluated the recommended Community Business Enterprise (CBE) measures. Additionally, the Office of the Inspector General (OIG) suggested changes to the evaluation criteria scoring that we discussed with them and agreed to incorporate into this solicitation. As a result of the additional review conducted by my staff, as well as the input received from the OIG, the major differences between this solicitation and E-13-WASD-02, are as follows:

1. **Section 1.6** - The Small Business Development Division of RER and WASD increased the CBE goals from 24 percent to 29 percent. The increase in the CBE goals was accomplished by re-evaluating the project scopes, technical requirements, and related minimum and special requirements.
2. **Section 3.3** - A Local Workforce Participation evaluation criteria are now included which allow up to 5 percentage points to be assigned to both the First-Tier and Second-Tier Evaluation for those proposers who can demonstrate they will provide a workforce within Miami-Dade County.
3. **Section 3.3** - The OIG expressed concerns that the original Evaluation Criteria in E13-WASD-02 did not provide the County with an adequate framework for evaluating prospective vendors and scoring their proposals given the combination of the Program Management and Construction Management Services under one contract. The suggested changes provided by the OIG largely focus on ensuring these two, equally important components of the project team, are evaluated on their own merits.

For the changes mentioned in Items 2 and 3 above, these criterion are not currently defined categories in Administrative Order 3-39, which, among other things, provides the standard evaluation criteria for selection of professional services firms. However, given that the Program and Construction Manager under this solicitation will act as an extension of County staff, and, in order to address concerns raised by the Board during their discussions at the April 16, 2013 (full Board), May 14, 2013 (Finance Committee), and May 16, 2013 (Committee of the Whole), meetings, as well as to address the input received by the OIG, I believe inclusion and approval of the aforementioned changes in this solicitation is an important

factor in ensuring the inclusion of local firms is maximized to the extent possible and that our evaluation and scoring criteria is sound.

**Scope**

The scope of this solicitation is countywide in nature.

**Fiscal Impact/Funding Source**

The funding sources for the projects to be completed under this solicitation are expected to be WASD Revenue Bonds Sold, the Wastewater Renewal Fund, and Future WASD Revenue Bonds. The level of Services to be provided by the Consultant will be authorized by WASD by means of Service Orders which will be periodically issued as necessary to accommodate the needs of the Project until its successful completion. The resulting contract award will be one non-exclusive Professional Services Agreement with an initial term of five years, and one, two-year, option-to-renew period.

**Delegation of Authority**

Given the magnitude and countywide significance of the WASD Capital Program, approval is being requested to proceed with the advertisement of this solicitation to ensure the Board has the opportunity to provide any comments, input, and/or feedback, prior to this solicitation being released to the industry.

**Track Record/Monitor**

The Water and Sewer Department will manage this contract under the supervision of Vicente Arrebola, Assistant Director, Wastewater System Operations. ISD will manage the solicitation process and the RER, Small Business Development Division, will conduct compliance monitoring of established goals.

**Background**

WASD is planning a Pump Station Improvement Program (PSIP) for upgrading the wastewater collection and treatment system (WCTS). Portions of the PSIP are mandated by the Consent Decree approved by the Board on May 21, 2013, as well as other Federal, State, and Local regulations. The WCTS includes pump stations and force mains, pursuant to which each pump station has to be certified as capable of meeting a nominal average pump operating time (NAPOT) of less than or equal to 10 hours per day. Pump stations exceeding the NAPOT criteria must have a Remedial Action Plan (RAP) and no building permits can be issued for connections to the WCTS upstream of that station until the RAP is completed. WASD currently has over 100 sewage pump stations that do not comply with the NAPOT criteria.

In order to accelerate the implementation of the PSIP and timely repair, upgrade or replacement of the subject pump stations for compliance with NAPOT criteria, WASD recognizes the need for Program and Construction Management services to assist with the implementation of the PSIP. WASD will also be selecting a consultant to manage an Infiltration/Inflow reduction program for those pump stations that require Infiltration/Inflow work as part of its RAPs. These consultants will be responsible for obtaining all the required permits and provide technical support during the construction phase, including shop drawings and change order reviews and approval, and any site visits required.

As discussed at the Committee of the Whole Meeting, the Program and Construction Management structure that is being proposed is a proven, successful method for helping to streamline projects of this magnitude. This structure has been used by the County for the Miami International Airport – North Terminal Project, at the Seaport, and is widely used in major cities throughout the country. The hierarchy of this structure ensures inclusion of all parties at the earliest stages of project design and planning, which helps ensure that design, value engineering, and scope development are performed, in concert, under a single Program Manager. It is a proven method of avoiding conflicts in project design, and, ultimately, will save the County time and money.

The scope of services to be provided by the Program and Construction Management Consultant are

described in detail in the attached solicitation and listed briefly below:

- a) Advise and provide, strategic, and day-to-day oversight and direction to the PSIP;
- b) Prepare and maintain, together with WASD staff, a Program Management Plan;
- c) Establish standards and guidelines for cost-estimating;
- d) Develop Engineering Reports, scope of work and preliminary cost estimates;
- e) Develop and manage a program master schedule and task schedules and provide budget/cost oversight of all program elements and resources;
- f) Develop monthly progress reports;
- g) Develop, coordinate work associated with regulatory requirements;
- h) Assist WASD in the negotiation of fees to be paid to the Design Consultants;
- i) Provide compliance assistance to WASD and Design Consultants in the permitting phase;
- j) Assist WASD in the review of design documents including constructability reviews;
- k) Utilize WASD Project Control Tracking System (PCTS), Proliance and Primavera computer software to track all document activities.

The Consultant will also provide oversight and support the design and construction management phases of the PSIP program. More specifically, the consultant will perform Project and Construction Management functions for all required projects derived from the RAP and will have the responsibility of managing:

- a) A pool of five (5) different design consultants that will have the function of preparing the Engineering Reports, Construction Drawings and Technical Specifications required for Pump Station upgrades or replacements. These consultants will also be responsible for obtaining all the required permits and provide technical support during the construction phase including shop drawing and change orders review and approval and any site visits required
- b) The contractors selected by WASD to carry out the construction of the required projects (pump station upgrades and replacements and installation or replacement of force mains and gravity lines)
- c) A pool of four (4) contractors that will conduct the required Infiltration/Inflow testing and repairs as follows:
  - 1) One (1) contractor to perform Sanitary Sewer Evaluation Survey (SSES) to include flow isolation, TV inspection, lateral investigation, point repair and grouting.
  - 2) One (1) contractor to perform the required Dig and Replace work.
  - 3) One (1) contractor to perform sectional lining and manhole rehabilitation work.
  - 4) One (1) contractor to perform Cure-In-Place (CIP) work.

The full scope of services is attached hereto. Given the many discussions regarding the WASD Consent Decree and Capital Improvement Program, as well as the magnitude and countywide significance of these solicitations, I felt it was important for the Board to review, provide input, and approve these solicitations prior to releasing the revised solicitations to the industry. This solicitation is the first step in implementing the PSIP. Future solicitations will be forthcoming for separate design and construction work related to the PSIP.



Alina T. Hudak  
Deputy Mayor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** June 4, 2013

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(O)(4)

**Please note any items checked.**

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(O)(4)

6-4-13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ADVERTISE NOTICE TO PROFESSIONAL CONSULTANTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY FOR PROFESSIONAL ENGINEERING SERVICES REQUIRED FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN PROJECT NUMBER E13-WASD-02R

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the advertisement of a Notice To Professional Consultants for Program and Construction Management Services for the Implementation of a Pump Station Improvement Program, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to advertise same for and on behalf of Miami-Dade County and to exercise all other rights contained therein.

Rebeca Sosa, Chairwoman  
Lynda Bell, Vice Chair

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Jean Monestime  
Sen. Javier D. Souto  
Juan C. Zapata

Esteban L. Bovo, Jr.  
Audrey M. Edmonson  
Barbara J. Jordan  
Dennis C. Moss  
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of June, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

DM

David M. Murray

# Memorandum



**Date:** May 8, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

**Subject:** Cancellation of Solicitation Numbers E13-WASD-01 and E13-WASD-02

Please be advised that pursuant to the discussion held by the Board of County Commissioners (Board) on April 16, 2013, I have directed staff to cancel the above-referenced solicitations related to Program and Construction Management Services for *Wastewater System Priority Projects (E13-WASD-01)* and *Implementation of a Pump Station Improvement Program (E13-WASD-02)*. As described further below, subsequent to the completion of additional review by the Water and Sewer (WASD), Internal Services (ISD), and Regulatory and Economic Resources (RER) Departments, I intend to submit the Requests to Advertise for these solicitations to the Board for final approval prior to re-releasing these solicitations to the industry.

It was clear from the Board's discussion of this item, that there are concerns as to the Program and Construction Management structure, as well as Community Business Enterprise (CBE) and local workforce provisions. Given the magnitude and countywide significance of these solicitations, as well as future, related solicitations for the WASD Capital Program that will be forthcoming, I would like to further ensure that our approach is sound, comparable to other past, successful Program and Construction Management-type projects, and inclusive of our local construction and architectural and engineering workforce.

Therefore, I have directed the above-referenced Departments to do the following:

WASD – Conduct further review of the scope of services and the structure of the Program and Construction Management Team to ensure it is based on other past, successful capital programs.

ISD – Upon completion of the additional review by WASD, ISD will conduct their review of the methodology pursuant to Administrative Order 3-39 to approve the technical certification requirements, experience and qualifications of Team members, and evaluation criteria.

RER – After completion of ISD's review and concurrence by WASD, RER will evaluate the final scope of services and recommend CBE measures.

As mentioned above and upon expedited completion of the above tasks, I intend to submit these Requests to Advertise for Board approval. If you have any questions or require additional information, please contact me directly at 305-375-1880.

c: Alina T. Hudak, Deputy Mayor  
Edward Marquez, Deputy Mayor  
Hugo Benitez, Assistant County Attorney  
John Renfrow, Director, WASD  
Lester Sola, Director, ISD

Date: May 20, 2013

To: Jack Osterholt, Director  
Department of Regulatory and Economic Resources

From: John W. Renfrow, P.E., Director   
Miami-Dade Water and Sewer Department

Subject: Review Item: Non-Exclusive Professional Services Agreement for Program and Construction Management Services for the Implementation of a Pump Station Improvement Program - Project Number E13-WASD-02-R

The Miami-Dade Water and Sewer Department (WASD) is requesting that the subject project be reviewed for Community Business Enterprise (CBE) measures, in order to proceed with the advertisement and subsequent consultant selection for this agreement.

WASD has a Pump Station Improvement Program ("PSIP") for upgrading the wastewater collection and transmission system ("WCTS") that includes pump stations and force mains pursuant to which each pump station has to be certified as capable of meeting a nominal average pump operating time ("NAPOT") of less than or equal to ten (10) hours per day. Pump stations exceeding the NAPOT criteria must have a Remedial Action Plan ("RAP") and no building permits can be issued for connections to the WCTS upstream of that station until the RAP is completed. WASD currently has over one hundred (100) sewage pump stations that do not comply with the NAPOT criteria. In order to accelerate the implementation of the PSIP and timely repair, upgrade or replace the subject pump stations for compliance with NAPOT criteria, WASD recognizes the need for Program and Construction Management services to assist with the implementation of the PSIP. Additionally, the selected consultant will manage an Infiltration/Inflow (I/I) reduction program for those pump stations that require I/I work as part of its RAP. The scope of services is outlined in the attached Notice of Professional Consultants.

The firms providing these services must be certified in the following technical categories and the respective percentages of the disciplines as indicated below:

**Technical Certification Requirements**

Prime

- 6.01 Water Distribution and Sanitary Sewage Collection and Transmission Systems
- 6.02 Major Water and Sanitary Sewage Pumping Facilities
- 17.00 Engineering Construction Management

**Prime and/or Subconsultants**

- 11.00 General Structural Engineering
- 12.00 General Mechanical Engineering
- 13.00 General Electrical Engineering
- 15.01 Land Surveying
- 16.00 General Civil Engineering

Technical Category No.	Description	Percentage	CBE Percentage Recommendation
6.01 PRIME	Water Distribution and Sanitary Sewage Collection and Transmission Systems	10	
6.02 PRIME	Major Water and Sanitary Sewage Pumping Facilities	30	
17.00 PRIME	Engineering Construction Management	10	5
11.00	General Structural Engineering	5	4
12.00	General Mechanical Engineering	13	5
13.00	General Electrical Engineering	12	5
15.01	Land Surveying and Mapping	5	5
16.00	General Civil Engineering	15	5
	TOTAL	100%	29%

The Prime consultant must hold Technical Categories **6.01 - Water Distribution and Sanitary Sewage Collection and Transmission Systems, 6.02 -Major Water and Sanitary Sewage Pumping Facilities and 17.00 – Engineering Construction Management.**

**Experience and Qualifications:**

- a) The Prime Consultant submitting should be an engineering firm experienced in all phases of wastewater engineering, including design, permitting and construction, of wastewater collection and transmission systems and wastewater pump stations. Responders shall demonstrate their successful experience with Program and Construction Management Services specifically related to planning, implementing and managing similar regulatory driven programs.
- b) The Prime Consultant shall demonstrate successful experience with program and construction management services as described above of similar scope and complexity within the last ten (10) years from the date of this solicitation.
- c) The Prime Consultant shall provide descriptions of at least one (1) regulatory driven wastewater collection and transmission system, including wastewater pump stations, capital improvement programs in which the Prime Consultant has served as the Program Manager within the past ten (10) years from the date of this solicitation. For projects which the Respondent has served as the Program Manager, the Respondent shall provide the name and contact information for a key official with the Utility they served as Program Manager who can confirm their role as Program Manager. The descriptions shall include the client (i.e., municipality or agency), key project staff, the project name, percent of project completed to date, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), the specific role of the prime firm, the Program achievements (e.g., projects delivered on schedule, dollars saved, and a client reference) and contact information.

**Participation Restrictions:**

Proposers are advised that the selected Program and Construction Management Professional and their subconsultants will be precluded from participating on any of the five (5) contracts for design services for the implementation of a PISP under Project Number E13-WASD-03.

The proposed Professional Service Agreement will be for a five (5) year period with one (1) two (2) year option-to-renew at the County's sole discretion. The total amount of compensation will be negotiated with the selected consultant.

WASD is recommending a 29% CBE participation goal. Attached is WASD's Departmental Input Worksheet for your review and approval.

Should you have any questions, please contact Patty David, A/E Professional Services Manager at [pattyd@miamidade.gov](mailto:pattyd@miamidade.gov) or (786) 552-8040.

Attachment

**MIAMI-DADE COUNTY, FLORIDA  
NOTICE OF PROFESSIONAL CONSULTANTS  
MIAMI-DADE WATER AND SEWER DEPARTMENT  
PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES FOR THE  
IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM  
PROJECT NUMBER E13-WASD-02-R**

The County Mayor, Miami-Dade County (County), pursuant to Chapter 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39, announces that professional engineering services are required for the Miami-Dade Water and Sewer Department (WASD) for Program and Construction Management Services for the Implementation of a Pump Station Improvement Program.

WASD has a Pump Station Improvement Program ("PSIP") for upgrading the wastewater collection and transmission system ("WCTS") that includes pump stations and force mains pursuant to which each pump station has to be certified as capable of meeting a nominal average pump operating time ("NAPOT") of less than or equal to 10 hours per day. Pump stations exceeding the NAPOT criteria must have a Remedial Action Plan ("RAP") and no building permits can be issued for connections to the WCTS upstream of that station until the RAP is completed. WASD currently has over one hundred (100) sewage pump stations that do not comply with the NAPOT criteria. In order to accelerate the implementation of the PSIP and timely repair, upgrade or replace the subject pump stations for compliance with NAPOT criteria, WASD recognizes the need for Program and Construction Management services to assist with the implementation of the PSIP. Additionally, the selected consultant will manage an Infiltration/Inflow (I/I) reduction program for those pump stations that require I/I work as part of its RAP.

The scope of services to be provided by Consultant includes, but is not limited to, the following:

- a) Advise and provide, strategic, and day-to-day oversight and direction to the PSIP.
- b) Prepare and maintain, together with WASD staff, a Program Management Plan for use by the Program Team. This includes establishing communication protocols as well as design and construction standards.
- c) Establish standards and guidelines for cost-estimating. The Consultant shall work with WASD staff to ensure that all project cost estimates meet the cost estimating standards. The Consultant shall review cost estimates generated for consistency with the standards and guidelines.
- d) Develop Engineering Reports, scope of work and preliminary cost estimates for all out of compliance Pump Stations based on the RAP submitted to EPA.
- e) In the development and implementation of these projects, the Program Manager shall take into consideration, and coordinate the associated work with, regulatory requirements, such as Outfall Legislation, and other Master Plan projects.
- f) Develop and manage a program master schedule and task schedules and provide budget/cost oversight of all program elements and resources. Manage and track project progress by means of an appropriate software package approved by WASD.

- g) Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with the WASD PSIP Team.
- h) Assist WASD in the negotiation of fees to be paid to the Design Consultants for each project assigned to them.
- i) Provide assistance to WASD and Design Consultants during the permitting phase of the projects to ensure compliance with County and State regulations.
- j) Assist WASD in the review of design documents including constructability reviews.
- k) Utilize WASD Project Control Tracking System (PCTS), Proliance and Primavera computer software for to track all document activities.

The Consultant will also provide oversight and support the design and construction management phases of the PSIP program. More specifically, the consultant will perform Project and Construction Management functions for all required projects derived from the RAP and will have the responsibility of managing:

- a) A pool of five (5) different design consultants that will have the function of preparing the Engineering Reports, Construction Drawings and Technical Specifications required for Pump Station upgrades or replacements. These consultants will also be responsible for obtaining all the required permits and provide technical support during the construction phase including shop drawing and change orders review and approval and any site visits required.
- b) The contractors selected by WASD to carry out the construction of the required projects (pump station upgrades and replacements and installation or replacement of force mains and gravity lines).
- c) A pool of four (4) contractors that will conduct the required I/I testing and repairs as follows:
  - 1) One (1) contractor to perform Sanitary Sewer Evaluation Survey (SSES) to include flow isolation, TV inspection, lateral investigation, point repair and grouting.
  - 2) One (1) contractor to perform the required Dig and Replace work.
  - 3) One (1) contractor to perform sectional lining and manhole rehabilitation work.
  - 4) One (1) contractor to perform Cure-In-Place (CIP) work.

One (1) non-exclusive Professional Services Agreement (PSA) with a five (5) year term and one (1) two (2) year option-to-renew at the County's sole discretion will be awarded under this solicitation. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will be assured to the retained consultant. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

**Experience and Qualifications:**

- a) The Prime Consultant submitting should be an engineering firm experienced in all phases of wastewater engineering, including design, permitting and construction, of wastewater collection and transmission systems and wastewater pump stations. Responders shall demonstrate their successful experience with Program and Construction Management Services specifically related to planning, implementing and managing similar regulatory driven programs.
- b) The Prime Consultant shall demonstrate successful experience with program and construction management services as described above of similar scope and complexity within the last ten (10) years from the date of this solicitation.
- c) The Prime Consultant shall provide descriptions of at least one (1) regulatory driven wastewater collection and transmission system, including wastewater pump stations, capital improvement programs in which the Prime Consultant has served as the Program Manager within the past ten (10) years from the date of this solicitation. For projects which the Respondent has served as the Program Manager, the Respondent shall provide the name and contact information for a key official with the Utility they served as Program Manager who can confirm their role as Program Manager. The descriptions shall include the client (i.e., municipality or agency), key project staff, the project name, percent of project completed to date, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), the specific role of the Prime firm, the Program achievements (e.g., projects delivered on schedule, dollars saved) and a client reference and contact information.

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

**Contract/Project Title:** Program and Construction Management Services for the Implementation of a Pump Station Improvement Program

**Contract/Project No.** E13-WASD-02-R

**DESCRIPTION:** Program and Construction Management Services for the Implementation of a Pump Station Improvement Program

**DEPARTMENT:** Miami-Dade Water and Sewer Department **CONTACT:** Patty David **PHONE:** (786) 552-8040

**ESTIMATED COST:** TBD **FUNDING SOURCE:** WASD Revenue Bonds

**ANALYSIS**

Commodity/Service No. \_\_\_\_\_ SIC: \_\_\_\_\_

Trade/Commodity/Service Opportunities

**Contract/Project History of Previous Purchases for Previous Three (3) Years**  
 Check Here  if this is a New Contract/Purchase with no Previous History

Existing                      2<sup>nd</sup> Year                      1<sup>st</sup> Year

Contractor	_____	_____	_____
Ethnicity/Race	_____	_____	_____
Gender	_____	_____	_____
Contract Value	_____	_____	_____

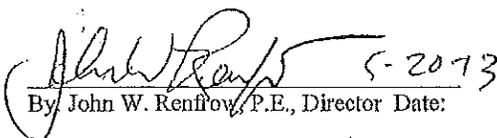
COMMENTS: \_\_\_\_\_

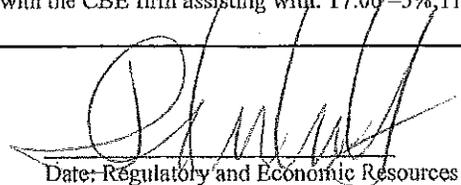
<u>CBE GOAL</u>	<u>BID PREFERENCE</u>	<u>NO MEASURE</u>
<u>29</u> %	_____	_____

Analysis for Goal Recommendation

<u>Sub-Trade</u>	<u>Est. Cost</u>	<u>% of Item to Base Bid</u>	<u>Availability</u>
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
Total:	\$ _____	_____	_____

Basis for Recommendation: WASD proposes that the goal can be achieved with the CBE firm assisting with: 17.00-5%;11.00-4%; 12.00- 5%;13.00 - 5%; 15.01 - 5% and 16.00-5%.

  
 By: John W. Renfrow, P.E., Director Date: \_\_\_\_\_

  
 Date: \_\_\_\_\_

**MIAMI-DADE COUNTY, FLORIDA  
 NOTICE TO PROFESSIONAL CONSULTANTS (NTPC)  
 WATER AND SEWER DEPARTMENT  
 PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES FOR THE  
 IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM  
 ISD PROJECT NO. E13-WASD-02R**

The County Mayor, Miami-Dade County (County), pursuant to Section 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the County Code, Implementing Order 3-34, and Administrative Order (A.O.) 3-39, announces that professional engineering services will be required for the Miami-Dade Water and Sewer Department (WASD) for program and construction management services for the implementation of a Pump Station Improvement Program.

**PARTICIPATION RESTRICTIONS:**

Proposers are advised that the selected Program and Construction Management Consultant (PCMC) and its subconsultants will be precluded from participating as a Prime Consultant or Subconsultant at any tier on any of the five (5) contracts for design services for the implementation of a Pump Station Improvement Program under Project Number E13-WASD-03.

Proposers are hereby directed to Section 1.14 of the NTPC for more specific information.

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**ATTACHMENTS:**

Miami-Dade County Letter of Qualifications (LOQ)

ISD Forms Nos. 1, 5, 6, 7, 9 and 10

ISD's Experience & Qualification Compliance Verification Chart

Exhibit "A" Draft Professional Services Agreement (PSA) (to be issued via Addendum)

Exhibit "B" Community Business Enterprise (CBE) - Implementing Order 3-32

Exhibit "C" Conflict of Interest Affidavit

**DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES**

**1.1 DEFINITIONS**

The following definitions, as well as additional terms necessary for understanding the provisions of this solicitation, are defined in A.O. 3-39. Subject legislation may be obtained via the internet at [www.miamidade.gov](http://www.miamidade.gov), or from the Clerk of the Board (COB); refer to Division 2.2 for COB location.

- a) A/E: Architectural and engineering.
- b) COB: Clerk of the Board.
- c) CSC: Competitive Selection Committee. As defined in Section 2-10.4 (5) of the Code, the committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for the specific project, and select the most qualified firm (s) to perform the services.
- d) Consultant: Respondent that receives an award of a contract, from the County, as a result of this solicitation. Consultant is also synonymous with the term "prime consultant".
- e) Construction Management Services: Is responsible for contract administration, construction management and field inspection services that will include but are not limited to; engineering and construction administration activities during the design, permitting and construction phases of the design-build contracts, daily on-site inspections, maintaining daily progress log(s), coordinate weekly status meetings, review and approve schedules, schedule of values, and other documents as necessary, process and authorize progress payments including allowance accounts and change orders, review and accept as-built drawings, utilize WASD's project control system to track all documents and activities, interface with the design-build criteria professional and the design-build contractor as needed; respond to requests for information.
- f) Contract: Synonymous with the term "agreement." An agreement refers to the Professional Services Agreement (PSA).
- g) E&Q: Experience and Qualifications. An aptitude and knowledge/familiarity factor which shall be considered by the appointed CSC during the evaluation process.
- h) Internal Services Department: County department which includes the former

Office of Americans with Disability Act Coordination, Capital Improvements, General Services Administration, Human Resources, and Procurement Management Departments.

- i) LOQ: Letter of Qualifications. A two-page document identified in this NTPC, which will be utilized by Miami-Dade County to obtain information from A/E firms about their qualifications. Subject LOQ is required to be submitted on or before the deadline for receipt of proposals.
- j) Non-Responsive: Term utilized to identify a proposer, who in the County's sole discretion, has not complied with all the material requirements outlined in the solicitation, as applicable. Those proposers who are found non-responsive may not be considered for contract award.
- k) NTPC: Notice to Professional Consultants. A document soliciting professional A/E services. Subject document contains scope description, technical certification requirements, applicable contract measures, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.
- l) Preference: Term utilized to identify positive evaluation consideration granted, by the appointed CSC, to consultants demonstrating favored experience, as denoted in Section 1.2, Scope of Services.
- m) Pre-Qualification Certification: An annual certification process required of all firms providing A/E, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements. Pre-qualification certification is the consolidation of various certification processes and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by the ISD. Pre-Qualification approval is granted to firms who have received approval from ISD on all the required certification processes outlined above.
- n) Program: Synonymous with the term "Pump Station Improvement Program".
- o) Pump Station Improvement Program ("PSIP"): Program for upgrading the wastewater collection and transmission system ("WCTS") to ensure that the system is capable of meeting a nominal average pump operating time ("NAPOT") of less than or equal to 10 hours per day.
- p) Project: Shall mean that fixed capital outlay study or planning activity as defined in Section 2-10.4(1) (e) (1) and (2), of the Code.
- q) Proposer: The person, firm, entity or organization submitting a response to this solicitation. Term is synonymous with the words "submitter" and/or "respondent."
- r) PSA: Professional Services Agreement. Synonymous with the term "contract."
- s) Responsive: Term utilized to identify a proposer who, in the County's sole discretion, has complied with all the material requirements outlined in the solicitation, as applicable.

## **1.2 SCOPE OF SERVICES**

WASD has a Pump Station Improvement Program ("PSIP") for upgrading the wastewater collection and transmission system ("WCTS") that includes pump stations and force mains pursuant to which each pump station has to be certified as capable of meeting a nominal average pump operating time ("NAPOT") of less than or equal to 10 hours per day. Pump stations exceeding the NAPOT criteria must have a Remedial Action Plan ("RAP") and no building permits can be issued for connections to the WCTS upstream of that station until the RAP is completed. WASD currently has over one hundred (100) sewage pump stations that do not comply with the NAPOT criteria. In order to accelerate the implementation of the PSIP and timely repair, upgrade or replace the subject pump stations for compliance with NAPOT criteria, WASD recognizes the need for Program and Construction Management services to assist with the implementation of the PSIP. Additionally, the selected consultant will manage an Infiltration/Inflow (I/I) reduction program for those pump stations that require Infiltration/Inflow work as part of its Remedial Action Plans.

The scope of services to be provided by Consultant includes, but is not limited to, the following:

- a) Advise and provide, strategic, and day-to-day oversight and direction to the PSIP.
- b) Prepare and maintain, together with WASD staff, a Program Management Plan for use by the Program Team. This includes establishing communication protocols as well as design and construction standards.
- c) Establish standards and guidelines for cost-estimating. The Consultant shall work with WASD staff to ensure that all project cost estimates meet the cost estimating standards. The Consultant shall review cost estimates generated for consistency with the standards and guidelines.
- d) Develop Engineering Reports, scope of work and preliminary cost estimates for all out of compliance Pump Stations based on the Remedial Action Plans submitted to EPA.
- e) In the development and implementation of these projects, the Program Manager shall take into consideration, and coordinate the associated work with, regulatory requirements, such as Outfall Legislation, and other Master Plan projects.
- f) Develop and manage a program master schedule and task schedules and provide budget/cost oversight of all program elements and resources. Manage and track project progress by means of an appropriate software package approved by WASD.
- g) Develop monthly progress reports that include accomplishments during the most recent reporting period, upcoming activities for the next reporting period, tracking of issues and action items identified, other related information, and contract status. Monthly reports shall be reviewed as part of monthly status meetings with the WASD PSIP Team.
- h) Assist WASD in the negotiation of fees to be paid to the Design Consultants for each project assigned to them.
- i) Provide assistance to WASD and Design Consultants during the permitting phase of the projects to ensure compliance with County and State regulations.

- j) Assist WASD in the review of design documents including constructability reviews.
- k) Utilize WASD Project Control Tracking System (PCTS), Proliance and Primavera computer software for to track all document activities.

Consultant will also provide oversee and support the design and construction management phases of the PSIP program. More specifically, the consultant will perform Project and Construction Management functions for all required projects derived from the Remedial Action Plans and will have the responsibility of managing:

- a) A pool of five (5) different design consultants that will have the function of preparing the Engineering Reports, Construction Drawings and Technical Specifications required for Pump Station upgrades or replacements. These consultants will also be responsible for obtaining all the required permits and provide technical support during the construction phase including shop drawing and change orders review and approval and any site visits required.
- b) The contractors selected by WASD to carry out the construction of the required projects (pump station upgrades and replacements and installation or replacement of force mains and gravity lines).
- c) A pool of four (4) contractors that will conduct the required Infiltration/Inflow testing and repairs as follows:
  - 1) One (1) contractor to perform Sanitary Sewer Evaluation Survey (SSES) to include flow isolation, TV inspection, lateral investigation, point repair and grouting.
  - 2) One (1) contractor to perform the required Dig and Replace work.
  - 3) One (1) contractor to perform sectional lining and manhole rehabilitation work.
  - 4) One (1) contractor to perform Cure-In-Place (CIP) work.

#### **County's Intent to Award and Term of Agreement**

One (1) non-exclusive Professional Services Agreement (PSA) with a five (5) year term with one (1) two (2) year options-to-renew at the County's sole discretion will be awarded under this solicitation. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will be assured to the retained consultant. The County reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

#### **Experience and Qualifications:**

- a) The Prime consultant submitting should be an engineering firm experienced in all phases of wastewater engineering, including design, permitting and construction, of wastewater collection and transmission systems and wastewater pump stations. Respondents shall demonstrate their successful experience with Program and Construction Management Services specifically related to planning, implementing and managing similar regulatory driven programs.

- b) The Prime Consultant shall demonstrate successful experience with program and construction management services as described above of similar scope and complexity within the last ten (10) years from the date of this solicitation. The Prime Consultant shall provide descriptions of at least one (1) regulatory driven wastewater collection and transmission system, including wastewater pump stations, capital improvement programs in which the Prime Consultant has served as the Program Manager within the past ten (10) years from the date of this solicitation. For projects on which the Respondent has served as the Program Manager, the Respondent shall provide the name and contact information for a key official with the Utility they served as Program Manager who can confirm their role as Program Manager. The descriptions shall include the client (i.e., municipality or agency), key project staff, the project name, percent of project completed to date, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), the specific role of the Prime firm, the Program achievements (e.g., projects delivered on schedule, dollars saved, and a client reference) and contact information.
  
- c) The Subconsultants should provide a description of at least one (1) program or project that is relevant to this Scope of Work within the past ten (10) years from the solicitation date specific to their proposed responsibilities for each proposed subconsultant. The descriptions shall include the client (i.e., municipality or agency), key project staff, a summary of the work performed, the contract amount, the schedule (to include start and completion dates), and the specific role of the subconsultant firm, the project's achievements, and client reference and contact information.

The expertise must be met by a qualified individual(s) of the prime firm and subconsultant firm as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the County. The Competitive Selection Committee may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s). Information regarding the experience and qualification(s), for the prime and subconsultants, must be included in ISD's Experience & Qualification Compliance Verification Chart.

### **1.3 PRE-QUALIFICATION REQUIREMENTS**

In accordance with Chapter 2, Section 2-10.4 and Administrative Order 3-39 of Miami-Dade County, all firms and/or individual consultants properly licensed to provide A/E, landscape architectural, land surveying and mapping services, regardless of their individual assignments in connection with this project, and responding to this solicitation must have filed a pre-qualification package with and have an approved pre-qualification status from ISD by the response deadline of this solicitation. Firms and/or individual consultants are required to have and maintain an approved pre-qualification certification status at the time of submittal to this NTPC, throughout the selection process, at time of award, and throughout the duration of the contract term without any lapses. Interested A/E firms must

secure the required pre-qualification certification, which includes, but may not be limited to technical certification, affirmative action plan verification vendor registration and execution of basic Miami-Dade County affidavits, as applicable, prior to the submittal date. Proposers (prime and/or sub-consultants) failure to be pre-qualified, at the time of proposal submittal, may render the proposal non-compliant.

PLEASE VERIFY EACH TEAM MEMBER PROVIDING A/E SERVICES HAS AN APPROVED PRE-QUALIFICATION CERTIFICATION PRIOR TO THE RESPONSE DEADLINE.

#### **1.4 WORK HISTORY DISCLOSURE**

Work History Disclosure (WHD) and supplement forms are not required to be submitted with the proposal. Any firm proposing on this solicitation that has not previously submitted a WHD is required to submit subject form(s), prior to the submittal date, to the Regulatory and Economic Resources (RER) Department, 111 N.W. 1<sup>st</sup> Street, 19th Floor, Miami, Florida 33128, Attention: Ms. Traci Adams-Parish. New firms requesting pre-qualification certification with Miami-Dade County to provide A/E, landscape architectural, land surveying and, mapping services are required to submit WHD forms to RER. For additional information, please contact Ms. Traci Adams-Parish, RER, at (305) 375-4785.

#### **1.5 A/E TECHNICAL CERTIFICATION REQUIREMENTS**

- 6.01 Water and Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission Systems (PRIME)**
- 6.02 Water and Sanitary Sewer Systems – Major Water and Sanitary Sewage Pumping Facilities (PRIME)**
- 17.00 Engineering Construction Management (PRIME)**
- 11.00 General Structural Engineering
- 12.00 General Mechanical Engineering
- 13.00 General Electrical Engineering
- 15.01 Surveying and Mapping - Land Surveying
- 16.00 General Civil Engineering

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the "prime consultant". The prime consultant will be held responsible for the coordination of all work and must hold technical certification in categories 6.01 Water and Sanitary Sewer systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems, 6.02 – Water and Sanitary Sewer systems – Major Water and Sanitary Sewage Pumping Facilities, and 17.00 Engineering Construction Management. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For non-project specific questions regarding Miami-Dade County's A/E Technical Certification and Certification Committee meeting dates, please contact Nubia Jarquin, ISD, at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the web at <http://www.miamidade.gov/internalservices/library/a-e-pdf/pre-qualification-certification-schedule.pdf>.

Proposers (prime and/or sub-consultants) failure to be technically certified at the time of proposal submittal, as applicable, may cause the proposal to be deemed non-compliant.

#### **1.6 CONTRACT MEASURE(S)**

The Miami-Dade County Community Business Enterprise (CBE) goal is:

##### **1 Agreement - 29% CBE Goal**

(Refer to Exhibit "B" - CBE Implementing Order 3-32)

Proposed participating CBE firms must have a valid Miami-Dade County CBE certification by the response deadline of this solicitation. If selected, participating CBE firms must have a valid CBE certification at the time of award of the contract and throughout the contract term. Proposers are advised that the CBE certification process takes approximately eight weeks to complete.

All required CBE documents must be completed and submitted. Failure to submit the required documentation may render the proposal non-responsive.

#### **1.7 SCHEDULE**

The anticipated schedule for this solicitation is as follows:

NTPC Available for Distribution:	To be advertised upon approval by the Board
Pre-Submittal Project Briefing:	Approximately 1 week after Advertisement date (Local Time)
Location:	Water and Sewer Department Douglas Building 3071 SW 38 <sup>th</sup> Avenue Training Rooms 156 A and B Miami, Florida 33146
Deadline for Receipt of Questions:	Approximately 1 week after Pre-Submittal Project Briefing, at 5:00 P.M. (Local Time)
Deadline for Receipt of Proposals:	Approximately 3 weeks after Advertisement date, at 3:30 P.M. (Local Time)
Location:	Miami-Dade County, Clerk of the Board Stephen P. Clark Center

111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 17-202  
Miami, Florida, 33128

First Tier Meeting: Approximately 2 weeks after Receipt of Proposals

Second Tier Meeting: Approximately 1 week after First Tier Meeting Presentations will be limited to one (1) hour and questions and answers to thirty (30) minutes

A/E Consultant Selection Coordinator: Fernando V. Ponassi, MA Arch, LEED®AP  
Address: Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128

Telephone: (305) 375-3965  
Facsimile: (305) 375-4407  
E-Mail: FernanP@miamidade.gov

All project specific questions and/or requests for public documents shall be addressed, in writing, to the A/E Consultant Selection Coordinator, referenced above, with a copy to the COB.

While attendance is not mandatory, interested parties are encouraged to attend the Pre-Submittal Project Briefing. This meeting provides interested parties a more detailed scope of the requested services, response requirements, and provides any necessary clarifications prior to the response deadline. Proposers are encouraged to submit any questions in writing, to the A/E Consultant Selection Coordinator no less than three working days in advance of the Pre-Submittal Project Briefing date.

#### **1.8 ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing and addressed to the A/E Consultant Selection Coordinator denoted in this NTPC. Subject requests must be submitted no later than the deadline for receipt of questions specified in Section 1.7, Schedule. Questions received by the A/E Consultant Selection Coordinator after this date will not receive a response. The request must contain the ISD project number, title, proposer's name, name of proposer's contact person, address, phone number, facsimile number, and e-mail address. Electronic facsimile or e-mail requesting additional information will be received by the A/E Consultant Selection Coordinator at the fax number or e-mail address specified in **Section 1.7** above.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in the form of written addenda; subject addenda will be issued prior to the deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanations other than those made in this NTPC or in any written addenda to this NTPC. Where there appears to be conflict between the NTPC and any addenda, the

last addendum issued shall prevail. It is the proposer's responsibility to assure receipt of all addenda. Proposers are required to acknowledge the number of addenda received, in the LOQ, as part of their proposal.

Proposers who obtain copies of this NTPC from sources other than the County's website risk the potential of not receiving addenda. Such proposers are solely responsible for those risks. Only proposers, who are included in the County's Vendors List, for this particular NTPC, will receive pertinent addenda.

### **1.9 NTPC AVAILABILITY**

A solicitation notification will be forwarded electronically to all consultants who are pre-qualified with Miami-Dade County and who have denoted an e-mail address, and commodity code 99-999 (PRE-QUALIFIED ARCHITECTS AND ENGINEERS) on their vendor registration form. It will also be e-mailed to those that have vendor enrolled. The NTPC and accompanying documents may be obtained online at <http://www.miamidade.gov>. Once directed to the aforementioned site click on "Procurement Solicitations" for additional information on how to do business with Miami-Dade County. Copies of the NTPC, forms, and accompanying participation provisions, as applicable, may also be obtained from ISD at the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, 13th Floor, Suite 1300, Miami, Florida 33128. The phone and fax numbers for the unit are (305) 375-2307 and (305) 375-4407, respectively.

### **1.10 APPLICABLE LEGISLATION**

The selected consultant will be required to abide by all applicable federal, state, and local laws, as amended. The following are among the applicable laws:

#### **Florida Statute(s)**

- Section 119.07: Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- Section 287.055: Consultants Competitive Negotiation Act
- Section 287.133: Public Entity Crimes

#### **Miami-Dade County Code**

- Section 2-1076: Office of the Inspector General
- Section 2-8.5: Local Preference
- Section 2-8.5.1: Local Certified Service-Disabled Veteran Business Enterprise
- Section 2-8.8: Fair Subcontracting Practices
- Section 2-10.4: Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services.
- Section 2.11.1: Conflict of Interest and Code of Ethics
- Section 10-34: Listing of Subcontractors Required

#### **Ordinance(s)**

- 03-27: Code of Silence
- 03-107: Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics

- 07-65: Sustainable Building Program.
- 09-68: Local Certified Service Disabled Veterans Preference
- 82-37: A/E Affirmative Action Plan
- 98-30: County Contractors- Employment/Procurement Practices
- 11-24: Community Business Enterprise
- 11-90: Ordinance Relating to the Collection of Data for a Disparity Study

#### Implementing Order(s)

- 3-34: Formation and Performance of Selection Committees
- 3-32: Community Business Enterprise

#### Administrative Order(s)

- 3-20: Independent Private Sector Inspector General Services
- 3-26: Ordinance Amending Section 2-10.4 Requiring Certain Agreements for Professional Architectural and Engineering Services to Include Value Analysis as a Part of the Base Scope of Services.
- 3-39: Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10: Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

#### Resolution(s)

- R-1040-93: Affirmative Action Plan Furtherance and Compliance
- R-385-95: Policy Prohibiting Contracts with Firms Violating the American with Disabilities Act (ADA) and Other Laws Prohibiting Discrimination on the Basis of Disability ADA Requirements, are a Condition of Award, as Amended by Resolution R-182-00
- R-894-05: Independent Private Sector Inspector General Services
- R-744-00: Requiring the Continued Engagement of Critical Personnel in Contracts for Professional Services for the Duration of the Project
- R-185-00: Domestic Violence Leave Requirements are a condition of Award
- R-273-05: Public Involvement Planning
- R-390-10: Resolution Rescinding Administrative Order 3-34, Formation and Performance of Selection Committees, and Approving Implementing Order 3-34 to Provide Direction to The County Mayor or His Designee Regarding the Formation and Performance of Selection Committees.

Copies of the aforementioned legislation may be obtained at the COB. Refer to Section 1.8, Schedule, for detailed COB location information).

#### **1.11 CONE OF SILENCE**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon advertisement of each Request for Proposal (RFP) or Request for Qualifications (RFQ), and terminates at the time a written recommendation is issued to the County Mayor (Mayor) or Board of County Commissioners (BCC), as applicable. The Cone of Silence is hereby defined to mean a prohibition on the following, among possible others:

- a) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the County's professional staff including, but not limited to, the Mayor and his or her staff;
- b) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the Mayor and his or her staff;
- c) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;
- d) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the selection committee therefore;
- e) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners and their respective staffs; and
- f) Any communication regarding a particular RFP, RFQ, or bid between any member of the County's professional staff and any member of the selection committee therefore.

The Mayor and the Chairperson of the selection committee may communicate about a particular selection recommendation, but only after the committee has submitted an award recommendation to the Mayor and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change as well as the reasons for such change shall be described in writing and filed by the Mayor with the COB and be included in any recommendation submitted by the Mayor to the BCC. Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a) Competitive processes for the award of Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), State Housing Initiatives Partnership (SHIP) and Surtax Funds administered by the Miami-Dade County, Office of Community and Economic Development and the community-based organization (CBO) competitive grant processes administered by the Park and Recreation, Library, Water and Sewer, and Solid Waste Departments, Cultural Affairs and Tourist Development Councils and the Department of Environmental Resources Management;
- b) Communications with the County Attorney and his or her staff;
- c) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees of the Management and Technical Assistance Unit of SBD regarding small business and/or minority business programs, the CBE and Equitable Distribution Programs (EDP);
- d) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees responsible for administering disadvantaged business enterprise programs in County departments receiving federal funds, provided the

communications are limited strictly to matters of programmatic process or procedure;

- e) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Mayor makes his or her written recommendation;
- f) Any emergency procurement of goods or services pursuant to Administrative Order 3-2;
- g) Communications regarding a particular RFP, RFQ or bid between any person and the Vendor Information Center staff, the procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- h) Communications between a potential vendor, service provider or bidder and employees the DPM or other department identified in the solicitation document as the issuing department; and
- i) Consultations by employees of the DPM with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress.

#### Exceptions

- a) The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the BCC during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the BCC unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the COB and the COB shall make copies available to any person upon request.
- b) The provisions of this ordinance shall also not apply to oral communications at briefings held by county commissioners and the County Mayor or his designee, after the selection committee or other evaluating group makes its recommendation to the Mayor, provided that the briefings are not intended to influence the outcome of the selection committee or other evaluating group's recommendation to the Mayor; provided, however, that this exception shall not apply to outside groups such as lobbyists or representatives of the responding or bidding companies or entities.

#### Penalties

- a) In addition to the penalties provided in Subsections (s) and (v) hereof, violation of this Subsection (t) by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Miami-Dade County CSC.

- b) In addition to any other penalty provided by law, violation of any provision of this ordinance by a Miami-Dade County employee shall subject said employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission.

Within 30 days of a recommendation from a selection committee, the County Mayor or his designee shall either appoint a negotiation committee or take other affirmative action with respect to the solicitation, including but not limited to rejection of proposals or recommendation for award. In the event that negotiations have not commenced within 30 days, or if such other affirmative action has not been taken within 30 days, the County Mayor or his designee shall report such event, and the reasons therefore, to the BCC. Additionally, the County Mayor or his designee shall present the COB with a recommendation for award, or a recommendation to reject proposals, within 90 days from the date a selection committee makes a recommendation. In the event that the County Mayor or his designee has not provided such recommendation to the COB within 90 days, the County Mayor or his designee shall provide a report on the status of the solicitation to the BCC, including the reasons for any delay.

Written communications may be in the form of an e-mail, with a copy to the COB at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

This language denoted above is only a summary of the key provisions of the Cone of Silence. Please review Section 2-11.1(t) of the Miami-Dade County for a complete and thorough description of the Cone of Silence.

#### **1.12 LOCAL PREFERENCE**

The evaluation and ranking of proposals is subject to Sections 2-8.5 and 2-10.4 of the Miami-Dade County Code, which, except where Federal and State law mandates to the contrary, provides that a preference be given to local businesses. A local business, for the purposes of this section, shall be defined as a proposer which meets the following stipulations:

- a) A business that has a valid Miami-Dade County occupational license issued at least one year prior to bid or proposal submission, and which is appropriate for the goods, services or construction to be purchased;
- b) A business that has a physical Miami-Dade County business address, from which the vendor operates or performs business (Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address); and
- c) A business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. To satisfy this requirement, the proposer shall affirm in writing its compliance with either of the following objective criterion as of the proposal submission date stated in the solicitation:
  - 1. Retention or expansion of employment opportunities in Miami-Dade County; or

2. Vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County; or
3. Some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

Local preferences shall be applied to A/E professional services solicitations as follows:

- a) If two firms, one local and one non-local, are within five percent of each other's total qualitative scores, then the local firm will proceed to negotiations with the County. In the case of a two tier evaluation process, local preference shall also apply at the conclusion of the First Tier to allow eligible local proposers within five percent of the top ranked firms to advance to Second Tier evaluation.
- b) Local preference is only applicable to the prime consultant. As a result, the prime on the team shall complete, sign and submit ISD Form No. 1 "Local Business Preference Affidavit." Currently, the County does not extend local preference reciprocity to any other counties.

#### **1.13 CONFIDENTIAL INFORMATION**

The proposer shall not submit any information in response to this solicitation which he or she considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. If a proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, then the County shall endeavor to redact and return subject information to the proposer as quickly as possible, if appropriate. The County will then evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

#### **1.14 WASD'S ORGANIZATIONAL CONFLICT OF INTEREST, ADVANCE TEAMING RESTRICTIONS AND CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY**

All Consultants must comply with this section.

##### **a) WASD Organizational Conflict of Interest**

###### **1. Policy**

Miami-Dade County (the "County"), through its Water and Sewer Department (WASD) adopts the provisions of this section to govern potential conflicts of interest in its procurement of consultants to implement the PSIP (the "Program").

It is the policy of the County, implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the County's contracting for the Program and to protect the business interests of the County thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.

2. Definitions

Organizational conflict of interest situation in which a consultant: (a) under the contract, or any part thereof, including a particular work order or defined task, is required to exercise judgment to assist the County in a matter (such as in drafting specifications or assessing another consultant's or contractor's proposal or performance and the consultant has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the contractor may be improperly influenced by its own interests rather than the best interest of the County, or (b) would have an unfair competitive advantage in a County competitive solicitation as a result of having performed work on a County contract that put the consultant in a position to influence the result of the solicitation.

Affiliates: Business concerns are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both. Prime consultants shall be the consultants selected to contract directly with the County for each of the anticipated five contracts under the Program.

Sub-consultants: firms under contract with the prime consultant.

3. Certification of no organizational conflict of interest. The consultant's:

a) execution of the contract or any agreement to perform any work under a work order or b) making a claim for payment under the contract, constitutes the consultant's certification to the County that the consultant does not have knowledge of any organizational conflicts of interest to exist in performing the work under the contract. False certifications may be considered a material breach of the contract and the consultant may be liable to the County for a false claim under the County's false claim ordinance. At any time in anticipation of awarding the contract, or during the performance of the contract, the County may require the consultant to execute an express written certification that after diligent inquiry the consultant does not have knowledge of any organizational conflict of interest. The County may also require the consultant to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre-award, a reason for disqualification of the proposal, and following award, a material breach of the contract.

4. Identification of organizational conflict of interest.

The consultant shall be obligated to disclose to the County any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing, addressed to the Contract Manager identified in the contract specifications. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis

and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) and to the Commission on Ethics and Public Trust (COE). The consultant's failure to identify an organizational conflict of interest, or to disclose the same to the County in the manner set forth in this Section, may be considered a material breach of the contract. Each solicitation shall also require respondents to address the methodology proposed to identify and address any potential organizational conflict of interest, particularly in those instances where the proposer offers to use the same sub-consultants which may be primes or sub-consultants in other Program contracts where such use is not specifically prohibited by the advance restrictions set forth in this policy. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the County as a criterion for selection as set forth in the applicable competitive solicitation documents.

5. Addressing organizational conflicts of interest.

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The Director of WASD, with the assistance of such other persons as he may deem appropriate, shall make the final decision of how to address an organizational conflict of interest. The County shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Program, then the County must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the County's interest is outweighed by the expected benefit from having the conflicted consultant perform the contract.

6. Measures to address organizational conflicts of interest.

The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director of WASD and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the prime and/or its subs to implement structural barriers (firewalls) and internal corporate controls, (c) limiting sub-consultants or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific consultant and sub-consultant duties to mitigate organizational conflicts of interest, (g) requiring sub-consultants who are conflict free to perform identified areas of work, (h) requiring the consultant or its sub-consultants to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i)

relying on more than one source or on objective or verifiable data or information.

7. Documentation and evaluation.

The Director of WASD will set forth in the contract file a written explanation of the methodology used to address an identified organizational conflict of interest. The County shall periodically evaluate the effectiveness of the methodology in the protection of the Program. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of such finding shall be forwarded to the OIG and COE.

8. Organizational conflicts of interest which are not remedied.

If in the sole discretion of the County there is no measure or combination of measures which protect the County against the organizational conflict of interest, then the consultant may not perform the subject work. The County may in its discretion, if pre-award, decide not to award the contract to the affected consultant, and following award, terminate the contract, or portion of the contract, which the consultant has materially breached because of such inability to perform.

**b) Advance Restrictions**

1. General. The Program shall be subject to the advance restrictions set forth in this subsection. While the advance restrictions have been designed to prevent the major anticipated organizational conflicts of interest, compliance with the advance restrictions is not a guarantee that a firm complies with the County's policy on organizational conflicts of interest, which shall at all times be governed by the other requirements of this section.

The advance restrictions set forth in this subsection apply to both consultants and their affiliates.

The County may award a contract notwithstanding the advance restrictions upon a finding that, following competition, the restriction prevents the County from contracting with the sole responsive and responsible contractor offering to provide the services in terms acceptable to the County.

The County will not permit subcontracting or teaming arrangements which are not commercially reasonable and clearly designed to avoid the advance restrictions set forth in this section. The decision of the County to prohibit any such arrangement as a violation of the advance restrictions set forth in this policy shall be final.

2. Program and Construction Management Consultant and its subconsultants will be precluded from participating in any capacity to any design services for the implementation of the PSIP.
3. Proposers must select between submitting as a prime consultant or sub-

consultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

4. Consultants electing to submit as a prime consultant may only respond once to a solicitation, limited to participation on a single team. If submitting as a prime consultant, said consultant may not participate as a sub-consultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions.

**c) Conflict of Interest Related to Section 2-11.1 of the Code of Miami-Dade County**

Questions regarding conflicts of interest governed by Section 2-11.1 of the Code of Miami-Dade County shall be submitted prior to the submittal date and addressed to the Miami-Dade Commission on Ethics by any bidder, proposer, contractor, or subcontractor regarding potential organizational conflicts pertaining to its own bid, or by the local government contracting officer regarding potential organizational conflicts pertaining to any bidder, proposer, contractor, or subcontractor. Determinations by the Commission on Ethics shall be deemed final. When a consultant is found to have a conflict, the submittal presented by the conflicted party may be rendered nonresponsive.

**1.15 DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA) (TO BE ISSUED VIA ADDENDUM)**

Proposers are invited to carefully review the draft PSA that is included in this NTPC. Please forward any comments and/or questions, in writing and prior to the conclusion of this selection process, to the A/E Consultant Selection Coordinator denoted in the NTPC. This draft PSA, together with the proposers' comments and/or questions, if any, will be discussed during the negotiation meeting(s) with the selected prime consultant.

**1.16 SUSTAINABLE BUILDING PROGRAM, IF APPLICABLE**

The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

- a) New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
- b) Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
- c) Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).

Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

#### **1.17 VENDOR REGISTRATION**

A Miami-Dade County Vendor Registration Package (VRP) must be completed in order to be recommended for contract award. Effective July 1, 2008, a new VRP, inclusive of the Uniform Affidavit Packet (Affidavit Form), must be completed by vendors and returned to ISD's, Vendor Assistance Unit, within 14 days of notification of the intent to recommend for contract award. In the event the VRP is not properly completed and returned within the specified time the County may, in its sole discretion, award to the next lowest responsive, responsible proposer. The proposer is responsible for downloading the VRP and applicable affidavits, from the DPM website at [www.miamidade.gov](http://www.miamidade.gov). In addition, copies of the VRP and applicable affidavits may be obtained from ISD's, Vendor Assistance Unit, located at the Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

#### **1.18 PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime is prohibited from the following:

- a) Submitting a proposal for a contract to provide any goods or services to a public entity;
- b) Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- c) Submitting a proposal on leases of real property to a public entity;
- d) Being awarded or performing work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity;
- e) Transacting business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000), for a period of 36 months from the date of being placed on the Convicted Vendor List.

#### **1.19 LOBBYIST CONTINGENCY FEES**

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation that is dependent on, or in any way contingent upon, the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the BCC; 2) any action, decision or recommendation of the Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation that foreseeably will be heard or reviewed by the BCC or a County board or committee.

### **1.20 LOCAL CERTIFIED SERVICE DISABLED VETERANS PREFERENCE**

In accordance with Section 2-8.5.1 of the Code of Miami-Dade County, this solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises (VBE). A VBE is entitled to receive an additional five percent of the total qualitative points at First and Second Tier, as applicable.

### **1.21 ENERGY EFFICIENT BUILDING TAX CREDIT, IF APPLICABLE**

The Energy Policy Act (EP Act) of 2005 (Section 1331) as established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005. This incentive was recently extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three tax years, so projects that come on line in 2007 or afterwards are eligible.

The Consultant is designated as the Designer/Construction Manager ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

- a) The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").
- b) If County and the Internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
- c) County reserves the right to retain a third party consultant (the "Third Party Consultant") –to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Third Party Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.
- d) The County agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of County.

### **1.22 SCRUTINIZED COMPANIES**

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall, on a separate piece of paper,

clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**1.23 SUBCONTRACTORS - RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES**

Pursuant to Ordinance No. 11-90, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful proposer demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful proposer shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

## DIVISION 2.0 PROPOSAL REQUIREMENTS

### 2.1 FORMAT AND CONTENTS

Proposers should carefully follow the format and instructions outlined herein. Letter of Qualifications (LOQs) must be submitted in paper format only. One original paper LOQ including the signature of the firm's authorized representative is required. Please refer to Section 2.2, Submittal Requirements for submission information and for the amount of copies to be submitted.

Every firm or team of firms, whether a sole respondent, a prime consultant firm, or a sub-consultant firm, must be responsive to all applicable items contained in this NTPC. Proposers shall not modify any of the forms provided, and must submit the completed forms listed below in their proposal. Failure to provide all of the requested information may deem a respondent's proposal non-responsive.

Each proposal (original and copies) shall consist of the following documents submitted in a three (3) ring binder(s) tabbed with the information below and in the order below.

a) Letter of interest (two (2) page maximum single sided).

b) Letter of Qualifications

A LOQ sample and instructional sheet is provided with the LOQ form. This document, together with all other ISD applicable forms, is available on Miami-Dade County's webpage at the following link: <http://www.miamidade.gov/internalservices/architectural-engineering-forms.asp>.

Proposers are advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual sub-consultant(s), after the response deadline specified herein, will only be allowed at the discretion of Miami-Dade County. Under no circumstance shall a change be allowed that results in a proposer gaining a competitive advantage over other proposers.

The execution of the LOQ constitutes the unequivocal offer of the proposer to be bound by the terms of its proposal. Failure of a respondent to properly execute the LOQ may render the proposal non-responsive. The County, may however, at its sole discretion, accept any proposal that includes an executed document which unequivocally binds the proposer to the terms of its offer.

c) Resumes

Identify and provide qualifications and experience information for all key staff, down to the task manager level and other key staff that the Proposer deems important. Subject document must be paginated and include personnel's name at the top of each page.

Additional personnel which do not adequately fit in the space provided in the LOQ may be added on an additional sheet to be appended to the LOQ.

- d) ISD E&Q Compliance Verification Chart
- e) Table of Organization (T.O.) - It is required that a TO, inclusive of the following information, be submitted by the Prime Consultant:
  - 1. Provide an organizational chart depicting the proposed organizational structure, and identifying key members of the proposed Program Management Team, including subconsultants, and their specific roles on the Team, based on the scope of work. Please provide availability for key team members.
- f) Local Workforce Participation Information (Refer to Section 3.3 – Evaluation Process)
- g) ISD Form No. 1 - Local Business Preference Affidavit

ISD Form No.1 shall be completed and provided by the prime consultant firm claiming local preference in Miami-Dade County. Prime consultants must complete, execute and notarize the subject form, as well as attach any applicable documentation.

- h) ISD Form No. 5 - Lobbyist Registration Affidavit

ISD Form No. 5 shall be submitted by the prime consultant, and shall list all members of the presentation team who will be participating in Second Tier (oral presentations). An amended ISD Form No. 5 must be submitted to the COB prior to Second Tier (oral presentations), if additional individuals will be speaking at subject meeting. The amended form should be titled as "Amended" and should denote those members that have been substituted and/or added with an asterisk. Be sure to submit the amended form to both ISD's Capital Improvements Division and the COB within the above stated timeframe. Fees may apply.

Pursuant to Miami-Dade County's Ethics Commission Rules and Procedures, Section I, Subsection 9.7, Selection Committee Registration Requirements, please be advised of the following:

1. Any person who appears as a representative for an individual or firm, for an oral presentation before a County certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the County all individuals who may make presentations. The affidavit shall be filed with the COB at the time of response submittal.
2. The individual or firm must submit a revised affidavit for any additional team members with the COB, by the time of the scheduled oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the COB, prior to the oral presentation.

- i) CBE Letter(s) of Agreement.

Failure to provide the information required by Miami-Dade County may result in the negative evaluation of the team, or disqualification of the team, at Miami-Dade County's sole discretion.

Please ensure that each one of your references has been advised that they may be contacted by ISD staff, or designee, to verify the information provided in your proposal.

Pursuant to an Ethics and Public Trust Commission opinion, dated March 15, 2005, respondents requesting professional references from Miami-Dade County employees must submit said request in writing, to the attention of subject County employee with a copy to the COB. The COB may be reached via e-mail at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov), or via facsimile at (305) 375-2484. Pursuant to Section 2-11.1(p) of the Miami-Dade County Code, County employees may not provide personal letters of recommendation.

The County Mayor or County Mayor's designee may impose the loss of eligibility to participate in County contracts, for a specified period of time not to exceed five years, upon an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses for violations of, or non-compliance with A.O. 3-39. Subject violations and/or non-compliance may include the falsification of information provided in a proposal and/or consultant selection documents.

Please note that the following forms are not required to be included with your proposal. The selected Proposer must submit the following after award, as applicable:

ISD Form No. 6 - Conflict of Interest Notification Form

ISD Form No. 7 - Subcontractor/Supplier Listing (Ordinance 97-104)

ISD Form No. 9 - Fair Subcontracting Policies (Section 2-8.8 of the Miami-Dade County Code)

ISD Form No. 10 - Sub-Contractor Payment Report

Conflict of Interest Affidavit

## **2.2 SUBMITTAL REQUIREMENTS FOR INITIAL SUBMISSION AND SECOND TIER ADDITIONAL INFORMATION, WHEN APPLICABLE**

Interested firms must submit their proposal in sealed envelope(s) and/or container(s), which clearly state the following:

- a) Project Number
- b) Project Title
- c) Consultant's Name
- d) Consultant's Mailing Address
- e) Consultant's Telephone Number

Each sealed envelope and/or container shall include one (1) original inclusive of the firm's authorized representative signature, nine (9) paper proposal copies and nine (9) electronic copies in PDF searchable format. All sealed envelopes and/or containers shall be delivered to the following location:

**Miami-Dade County  
Clerk of the Board  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, Suite 17-202 - Miami, Florida 33128  
Attention: Fernando V. Ponassi  
Re: ISD Project No. E13-WASD-02R**

Pursuant to Florida Statute 119.07(3) (m), all proposals received will become public record 30 days after the response deadline.

To preclude a late respondent from having an advantage, economic or otherwise, all submittals shall be delivered to the COB, Suite 17-202, no later than the proposal submittal deadline denoted in Section 1.8, Schedule. The COB will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. All proposals received and time stamped by the COB prior to the proposal submittal deadline shall be accepted as timely submittals. The circumstances surrounding all proposals received and time stamped by the COB after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office, in order to determine whether the proposal will be accepted as timely.

The responsibility for submitting a proposal to the COB, on or before the stated time and date, is solely and strictly the responsibility of the proposer. Miami-Dade County is not responsible for delays caused by any mail, package/couriers service, nor caused by any other occurrence.

Be advised that all sealed proposal envelopes and/or containers received after the specified response deadline may not be considered.

### **2.3 POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

### **2.4 COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be the sole responsibility of the proposer(s). Such expenses shall be borne exclusively by the proposer(s). No payment will be made for any responses received, nor for any other effort required of, or made by the proposer(s) prior to commencement of work as defined by a contract approved by the BCC.

## DIVISION 3.0 EVALUATION/SELECTION PROCESS

### 3.1 INTRODUCTION

The County Mayor or County Mayor's designee will appoint a CSC with the appropriate experience and/or knowledge necessary to evaluate the scope of services. The CSC will be comprised of appropriate County personnel from multiple departments and members of the community as deemed necessary, while also being balanced with regards to ethnicity and gender.

### 3.2 SELECTION PROCESS

In accordance with the guidelines established in I.O. 3-34 and A.O. 3-39, proposals will be evaluated based on a two tier selection process. In the event that the County receives fewer than three proposals, or fewer than three proposals are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible, provided that the County has conducted an analysis of market availability for subject services and determined at its sole discretion that there is no further market availability or immediate interest to provide subject services. Furthermore, in the event that the County receives fewer than three proposals, the County at its sole discretion may extend the proposal submittal deadline date, denoted in Section 1.7, Schedule, provided that proposal(s) have not been opened. A summary of the evaluation process to be utilized in this solicitation is set forth below.

### 3.3 PROPOSAL EVALUATION

The CSC will evaluate responsive, responsible proposals, based on First and Second Tier criteria, in an effort to make a responsible recommendation to the County Mayor or County Mayor's designee as to which of the respondents should be granted the right to negotiate a contract for the solicited services. This recommendation is made with the objective of effecting an equitable distribution of contracts among qualified firms. Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).

First Tier evaluation will be performed based on the criteria listed below. A proposer may receive a maximum qualitative point value of 100, or any portion thereof, per CSC member in his or her discretion, depending on the merit of the proposal in accordance with the following criteria:

<u>FIRST-TIER EVALUATION CRITERIA</u>	<u>MAX. QUALITATIVE POINTS</u>
1A.(1) Qualification of Firms	25
1A.(2) Qualification of Team Members	25
2A. Knowledge and Past Experience of Similar Type Projects	20
3A. Past Performance of the Firms on W&S Projects During the Past 10 Years	15
4A. Amount of Work Awarded and Paid by the County	5
5A. Ability of Team Members to Interface with the County	5
6A. Local Workforce Participation	5

**Criteria 1A (1): Qualification of Firms (maximum 25 points)**

Evaluation of the team's qualifications, including but not limited to, familiarity with County regulations and level of experience of its professional and management staff.

**Criteria 1A (2): Qualification of Team Members (maximum 25 points)**

Evaluation of the team's key personnel assigned to this project, including but not limited to, familiarity with County regulations and level of experience of its professional and management staff.

**Criteria 2A: Knowledge and past experience of similar type projects (maximum 20 points)**

Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

**Criteria 3A: Past performance of the Firms on Water and Sewer Projects during the Past 10 Years (maximum 15 points)**

Evaluation of the firms' current expertise in the management of water and sewer type projects of similar size and complexity.

**Criteria 4A: Amount of work awarded and paid by the County (maximum 5 points)**

The value for services awarded and paid to each prime consultant or subconsultant firm(s) on the team including current County contracts for the Three-year period from the submittal date of the solicitation shall be considered, with the consultant with the last dollars paid receiving the highest point value. The firm's prior years' net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the subconsultant agreement or fees associated with the subject professional services performed.

**Criteria 5A: Ability of team members to interface with the County (maximum 5 points)**

Communication ability, commitment to satisfy the County's requirements and familiarity with County guidelines.

**Criteria 6A: Local Workforce Participation (maximum 5 points)**

The County anticipates that the Program and Construction Manager shall be an extension of County staff. Accordingly, the County shall award up to 5 percentage points of the evaluation to the proposer who can demonstrate that it will provide a workforce within Miami-Dade County to satisfy the County's needs when those needs arise. The number of points to be awarded up to the stated maximum shall be in the discretion of the County, based on the evaluation of factors to be identified

in the proposal which may include, but are not limited to: (i) the number and qualifications of employees that the consultant or its subconsultants has located within the County which will be used in the work; (ii) the length of time that the consultant or its subconsultants is headquartered in the County; (iii) whether the consultant or its subconsultants has had employees within the County and the number of those employees; and (iv) whether the prime consultant has contracted or subcontracted with subconsultants in order to meet the obligations of the contract, the percentage of the work to be performed by such local subconsultants, and the number of employees located within the County. Points awarded under this criterion shall be only for employees, consultants and subconsultants other than those used in satisfaction of the CBE requirements. In the event the prime consultant claims a local preference; the points awarded under this criterion shall be weighted more heavily in favor of the use of local subconsultants and subconsultants' use of a local workforce. The CSC's qualitative scores for First Tier criteria will be submitted via written ballot to the A/E Consultant Selection Coordinator, who is responsible for overseeing the selection process. The total qualitative points given by each CSC member to each respondent will be converted to an ordinal score pursuant to Miami-Dade County Code 2-10.4. The highest and lowest final score for each firm in the first evaluation tier shall be discarded and not utilized to compute the final score of such firm pursuant to I.O. 3-34. The remaining scores will be totaled, and if applicable, LDVP, Local Business Preference, and any necessary tie-breakers will be applied to determine the ranking for First Tier.

Upon conclusion of the First Tier evaluation process, a Second Tier evaluation process will be conducted for the short-listed respondents. Please refer to Section 1.7 - Schedule. All respondents are to be cognizant of the date of the Second Tier meeting.

A proposer participating in the Second Tier evaluation process may receive a maximum qualitative point value of 100, or any portion thereof, per CSC member in his or her discretion, depending on the merit of the proposal in accordance with the following criteria:

<u>SECOND-TIER EVALUATION CRITERIA</u>	<u>MAX. QUALITATIVE POINTS</u>
1B. Knowledge of Project Scope	45
2B. Qualifications of Team Members Assigned to the Project	20
3B. Capacity of Firms to Complete Scope of Work Within Budget and Schedule	30
4B. Local Workforce Participation	5

**Criteria 1B: Knowledge of Project Scope (maximum 45 points)**

Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

**Criteria 2B: Qualifications of team members assigned to the project (maximum 20 points)**

Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned. The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

**Criteria 3B: Ability/Capacity of Firms to Complete Scope of Work within Budget and Schedule (maximum 30 points)**

Evaluation of the ability of the team members to perform the work as well as the depth of the experienced resources that the team possesses over the expected contract duration. In addition, firms are required to provide: 1) The availability and current location of their proposed key personnel; 2) Percentage of water and sewer work versus all work performed in the past ten years at their local office; and 3) Indicate the Program Executive assigned to the project and his/her location during the term of the contract.

**Criteria 4B: Local Workforce Participation (maximum 5 points)**

The County anticipates that the Program and Construction Manager shall be an extension of County staff. Accordingly, the County shall award up to 5 percentage points of the evaluation to the proposer who can demonstrate that it will provide a workforce within Miami-Dade County to satisfy the County's needs when those needs arise. The number of points to be awarded up to the stated maximum shall be in the discretion of the County, based on the evaluation of factors to be identified in the proposal which may include, but are not limited to: (i) the number and qualifications of employees that the consultant or its subconsultants has located within the County which will be used in the work; (ii) the length of time that the consultant or its subconsultants is headquartered in the County; (iii) whether the consultant or its subconsultants has had employees within the County and the number of those employees; and (iv) whether the prime consultant has contracted or subcontracted with subconsultants in order to meet the obligations of the contract, the percentage of the work to be performed by such local subconsultants, and the number of employees located within the County. Points awarded under this criterion shall be only for employees, consultants and subconsultants other than those used in satisfaction of the CBE requirements. In the event the prime consultant claims a local preference; the points awarded under this criterion shall be weighted more heavily in favor of the use of local subconsultants and subconsultants' use of a local workforce.

The CSC's scores for Second Tier criteria will be submitted via written ballot to the A/E Consultant Selection Coordinator. The total qualitative points given by each CSC member to each respondent will be converted to an ordinal score pursuant to Miami-Dade County Code 2-10.4. The scores will be totaled, and if applicable, LDVP, Local Business Preference, and any necessary tie-breakers will be applied to determine the ranking for Second Tier.

Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).

**3.4 NEGOTIATIONS:**

The County reserves the right to enter into contract negotiations with the selected proposer(s). If the County and the proposer(s) do not agree to the terms of the PSA, then the County may elect to terminate negotiations and begin negotiating with the second highest ranked proposer and so forth. This process will continue until a contract has been executed, or all submittals have been rejected. No proposer shall have any claims and/or rights against the County arising from such negotiation and/or the qualification process.

**CARLOS A. GIMENEZ  
COUNTY MAYOR  
MIAMI-DADE COUNTY, FLORIDA**



(VI) - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY

(VII) - RESUMES FOR ASSIGNED PERSONNEL

Attach two (2) page resumes for assigned personnel identified on this LOQ.

(VIII) - LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) is certified by the State of Florida Department of Management Services as a Service-Disabled Veteran Business Enterprise pursuant to Section 295.187 of the Florida Statutes, prior to proposal submittal. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

Place a checkmark here only if affirming proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

THE EXECUTION OF THE LOQ CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF HIS OR HER PROPOSAL. FAILURE OF AN AUTHORIZED PRIME FIRM REPRESENTATIVE TO SIGN THIS LOQ WHERE INDICATED BELOW, MAY RENDER THE PROPOSAL NON-RESPONSIVE. HOWEVER, THE COUNTY MAY AT ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF HIS OR HER OFFER.

(IX) - PRIME CONSULTANT ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.

Authorized Prime Consultant's Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Name)

Signature Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

FOR MIAMI-DADE COUNTY - ISD USE ONLY/DO NOT WRITE IN THIS SECTION

A/E TECHNICAL CERTIFICATION REQUIREMENTS

TC #	Team	Pre Q		TC		Additional Comments
		Yes	No	Yes	No	
6.01		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
6.02		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
17.00		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
11.00		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
12.00		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
13.00		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
15.01		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
16.00		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

FOR MIAMI-DADE COUNTY - ISD USE ONLY/DO NOT WRITE IN THIS SECTION

ISD FORMS AND OTHER DOCUMENTATION

Forms	Verification				Additional Comments
ISD Form No. 1	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
ISD Form No. 2	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>		
ISD Form No. 3	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>		
ISD Form No. 4	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>		
ISD Form No. 5	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
ISD E&Q Compliance Verification Chart	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Table of Organization	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Completed CBE Forms and/or documentation	Yes <input type="checkbox"/>	No <input type="checkbox"/>			

**INTERNAL SERVICES DEPARTMENT (ISD)  
LETTER OF QUALIFICATIONS (LOQ) - INSTRUCTIONAL SHEET**

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**PURPOSE**

Miami-Dade County (County) will utilize this Letter of Qualifications (LOQ) to obtain information from architecture and engineering (A/E) firms about their qualifications. A/E firms will be short-listed on the basis of their professional qualifications pursuant to Section 287.055, Florida Statutes, Chapter 2, Sections 2-8.1 (as amended by Ordinance 05-15), Section 2-10.4 of the Miami-Dade County Code, Implementing Order No. 3-34, and Administrative Order 3-39. The Competitive Selection Committee (CSC) or Standing Selection Committee (SSC) will utilize the information provided in the LOQ, to evaluate and short-list respondents according to the evaluation criteria set forth in the Notice to Professional Consultants (NTPC). All respondents are required to complete the two-page LOQ. Note that the County may, at its sole discretion, deem respondents who do not adhere to the LOQ two page maximum not in compliance; this may result in the team's disqualification from further evaluation.

**GENERAL INSTRUCTIONS**

**Font Elements**

The following font elements must be utilized when completing all ISD proposal documents listed in Section 2.1, Format and Contents, of the NTPC:

- Font Type – Arial or Times New Roman
- Font Style – Regular
- Font Size – A Minimum of Nine Point

**LOQ Section I - Project Information**

Includes general project information, such as project number, project title, and applicable Community Business Enterprise (CBE) or Disadvantage Business Enterprise measures. The information in this section will be provided by ISD. Prime consultants will indicate the number of addenda received for the solicitation, as applicable. See sample LOQ attached to this instructional sheet.

**LOQ Section II - Prime Consultant Information**

Includes proposer's information, such as prime firm name, prime Federal Employer Identification Number (FEIN), prime e-mail address, prime business address, principal's name, contact person's name and title, project manager's name, names of assigned personnel, and prime firm's telephone and facsimile numbers. Proposers may utilize additional sheets of paper, in order to denote assigned personnel that exceed the space provided in this section, provided that the same format is applied and that the section's number sequence is followed. See sample LOQ attached to this instructional sheet.

**LOQ Section III - Proposed A/E Sub-Consultant(s) Information**

Includes proposed team member information, such as A/E sub-consultant firm's name, A/E sub-consultant firm's FEIN, A/E sub-consultant firm's assigned personnel. Proposers may utilize additional sheets of paper, in order to denote assigned personnel that exceed the space provided in this section, provided that the same format is applied and that the section's number sequence is followed. Limitations denoted in Section 1.3, Teaming Restrictions, of the NTPC may apply and should be considered when selecting team members. See sample LOQ attached to this instructional sheet.

#### **LOQ Section IV - A/E Technical Certification Requirements**

Includes A/E technical certification categories required for this solicitation. The information in the first column will be provided by ISD. It is the responsibility of the prime consultant to fill out the second and third columns utilizing the numbers assigned to each of the team members, as denoted in LOQ Section II - Prime Consultant Information, and LOQ Section III - Proposed A/E Sub-Consultant(s) Information, according to the professional services each firm will provide for the project. If additional A/E technical certifications will be utilized, the prime consultant will be required to input such technical certification number, corresponding name of the technical certification category, and the team member's number as denoted on LOQ Section II - Prime Consultant Information, or LOQ Section III - Proposed A/E Sub-Consultant(s) Information, which has been assigned subject service. See sample LOQ attached to this instructional sheet.

#### **LOQ Section V - Proposed Non A/E Sub-Consultant(s) Information**

Includes proposed non-A&E sub-consultant(s) information, such as the name(s) of the non-A&E team member(s) and their FEIN(s). In addition, the following information must be provided: Non-A&E sub-consultant telephone number (including area code), business address, assigned personnel, and assigned services. Proposers may utilize additional sheets of paper, in order to denote assigned personnel that exceed the space provided in this section, provided that the same format is applied and that the section's number sequence is followed. See sample LOQ attached to this instructional sheet.

#### **LOQ Section VI - Ability of Team Members to Interface with the County**

Allows the prime consultant to provide a brief description of its communication capabilities, proximity to the project, commitment to satisfy the County's requirements, and familiarity with County guidelines. See sample LOQ attached to this instructional sheet.

#### **LOQ Section VII - Resumes for Assigned Personnel**

Pursuant to Section 2.1, Format and Contents, Item No. 2, of the NTPC, proposers must attach two page resumes for assigned personnel identified on the LOQ. Resumes must be paginated and must include the assigned personnel's name at the top of each page. Additional assigned personnel which do not adequately fit in the space provided in the LOQ may be added on an additional sheet to be appended to the LOQ.

#### **LOQ Section VIII - Local Certified Service-Disabled Veteran Business Enterprise**

If applicable, please check and provide a copy of the required certification with the proposal.

#### **LOQ Section IX - Prime Consultant Acknowledgement**

An authorized representative of the prime firm must sign and date the completed LOQ. Signing attests the information provided is current and factual. The name and title of the authorized representative, who signed and dated the LOQ, must be clearly denoted.

Execution of the LOQ constitutes the unequivocal offer of a proposer to be bound by the terms of his or her proposal. Failure of an authorized prime firm representative to sign Section IX, Prime Consultant Acknowledgement, of the LOQ may render the proposal non-responsive. However, the County, at its sole discretion, may accept any proposal that includes an executed document which unequivocally binds the proposer to the terms of his or her offer.



**MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)  
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)**

<b>(I) - PROJECT INFORMATION</b>			
OCI Project No.: E08-SEA-03	Measures 15% <input type="checkbox"/>	Goal <input type="checkbox"/>	Set-Aside <input type="checkbox"/>
		CBE <input checked="" type="checkbox"/>	DBE <input type="checkbox"/>
lo. of Addenda Received:			
Project Name: Port of Miami 2035 Master Plan			

<b>(II) - PRIME CONSULTANT INFORMATION</b>	
Name: All Star Engineering Corp.	FEIN: 00-0000000 E-mail: allstareng@yahoo.com
Business Address: 111 Willow Lane – Miami, FL 33160	Principal: Julio Perez Phone: 3055555555
Contact Person's Name and Title: Larry Smith, PE, Senior VP	Project Manager: Maria Brookes Fax: 3055550000
Assigned Personnel: Julio Sanchez, PE, Miguel Fernandez, PE, Claire Jackson, PE, Carmen Soto, PE, Larson Williams, PE	

<b>(III) - PROPOSED A&amp;E SUB-CONSULTANT(S) INFORMATION</b>			
Firm No.	Firm Name	FEIN	Assigned Personnel
2	XYZ Engineering, Inc.	11-	M. González, W. Hernández, T. Brewer
3	A2Z, Inc.	11-	F. Baez, G. Lorenzo, O. Williams, A. Vignati
4			
5			
6			
7			
8			

<b>(IV) - A/E TECHNICAL CERTIFICATION REQUIREMENTS</b>			
A&E Technical Certification Category	Prim	Sub	
16.00 GENERAL CIVIL ENGINEERING (PRIME)	1	3	
5.01 PORT AND WATERWAY SYSTEMS – ENGINEERING DESIGN		3	
5.05 PORT AND WATERWAY SYSTEMS – CARGO TERMINAL DESIGN		2	
5.06 PORT AND WATERWAY SYSTEMS – CARGO TERMINAL EQUIPMENT DESIGN		2, 3	
5.09 PORT AND WATERWAY SYSTEMS – ENVIRONMENTAL DESIGN		3	
5.10 PORT AND WATERWAY SYSTEMS – TRANSPORTATION SYSTEM DESIGN		2	
5.11 PORT AND WATERWAY SYSTEMS – CONSTRUCTION MANAGEMENT		2	
10.01 ENVIRONMENTAL ENGINEERING – STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES	1	2, 3	

<b>(V) - PROPOSED NON-A&amp;E SUB-CONSULTANT(S) INFORMATION</b>			
a	Firm Name: T Group, Inc.	FEIN: 11- .....	Phone: 3055552222
	Address: 123 Mockingbird Lane, Miami, FL 33186		
	Assigned Personnel: Miriam Sosa, Elise Martin		
	Assigned Services: Media Relations		
b	Firm Name: ETC, Inc.	FEIN: 11- .....	Phone: 5105553333
	Address: 523 Morningside Boulevard – Oakland, CA 94612		
	Assigned Personnel: Edward T. Commons		
	Assigned Services: Cost Estimating		

(VI) - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY

Please fill in according to the instructions provided in the LOQ Instructional Sheet.

(VII) - RESUMES FOR ASSIGNED PERSONNEL

Attach two page resumes for assigned personnel identified on this LOQ.

(VIII) - LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) is certified by the State of Florida Department of Management Services as a Service-Disabled Veteran Business Enterprise pursuant to Section 295.187 of the Florida Statutes prior to proposal submittal. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

Place a checkmark here only if affirming proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise.

A copy of the required certification must be submitted with the proposal.

THE EXECUTION OF THE LOQ CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF HIS OR HER PROPOSAL. FAILURE OF AN AUTHORIZED PRIME FIRM REPRESENTATIVE TO SIGN THIS LOQ WHERE INDICATED BELOW, MAY RENDER THE PROPOSAL NON-RESPONSIVE. HOWEVER, THE COUNTY MAY, AT ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF HIS OR HER OFFER.

(IX) - PRIME CONSULTANT ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.

Authorized Prime Consultant's Representative: Julio Perez, P.E. Title: Principal  
(Print Name)

Signature of Authorized Representative \_\_\_\_\_ Date: 3/23/10

FOR MIAMI-DADE COUNTY - ISD USE ONLY

DO NOT WRITE IN THIS SECTION

A/E TECHNICAL CERTIFICATION REQUIREMENTS

TC #	Team	Pre Q		TC		Additional Comments
		Yes	No	Yes	No	
16.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.01		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.05		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.06		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.09		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.01		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

FOR MIAMI-DADE COUNTY - ISD USE ONLY

DO NOT WRITE IN THIS SECTION

ISD FORMS AND OTHER DOCUMENTATION

Forms	Verification			Additional Comments
	Yes	No	N/A	
ISD Form No. 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ISD Form No. 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ISD Form No. 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ISD Form No. 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ISD Form No. 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ISD E&Q Compliance Verification Chart	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Table of Organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Completed CBE Forms and/or Documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**ISD FORM NO. 1**  
**LOCAL BUSINESS PREFERENCE AFFIDAVIT**

Proposals submitted for this solicitation will be reviewed by the Competitive Selection Committee (CSC) or Standing Selection Committee (SSC) for a local business preference in accordance with Sections 2-8.5 and 2-10.4 of the Miami-Dade County Code. The aforementioned section of the Miami-Dade County Code provides that preference be given to local businesses, except where contrary to federal or state law or any other funding source requirements. A local business, for the purposes of receiving the aforementioned preference, shall be defined as a proposer which meets all of the following criteria:

1. Proposer has a valid Miami-Dade County occupational license, issued at least one year prior to proposal submittal that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said occupational license(s) hereto. (Note: Current and previous year's license(s) may need to be submitted as proof that proposer has had subject license at least one year prior to the proposal submittal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County, from which the proposer operates or performs business. (Post Office boxes are not verifiable and shall not be utilized for the purpose of establishing a physical address.)

Proposer shall indicate its Miami-Dade County physical business address:

\_\_\_\_\_

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the proposer shall affirm in writing its compliance with any of the following objective criteria, as of the proposal submission date:

Check box, if applicable:

- a) Proposer contributes to the retention and expansion of employment opportunities in Miami-Dade County.
- b) Proposer contributes to Miami-Dade County's tax base by paying either real property taxes or tangible personal property taxes to the County.
- c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution such as \_\_\_\_\_

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement above defining how the proposer meets subject criteria.

By signing below, proposer affirms that it meets the above criteria to qualify for Local Business Preference and has submitted the requested documents.

Proposer: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Prime Firm Representative:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_ (Date)

by \_\_\_\_\_ He/She is personally known to me or has presented

(Affiant)

\_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal



The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filing by staff, MUST register with the Clerk of the Board and pay all applicable fees. Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions, or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provision of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

STATE OF \_\_\_\_\_ (Name and Title of Signatory, Printed or Typed)

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_

BY \_\_\_\_\_ a \_\_\_\_\_ (Individual, Officer, Partner or Agent) (Sole, Corporation or Partnership)

who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
(Signature of Notary Public Taking Acknowledgment)

\_\_\_\_\_  
(Name of acknowledger typed, printed or stamped)

\_\_\_\_\_  
(Title or Rank) \_\_\_\_\_ (Serial Number, if any)

(ATTACH ADDITIONAL COPIES OF THESE SHEETS IF NECESSARY)



**MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)  
ISD FORM NO. 6 – CONFLICT OF INTEREST NOTIFICATION FORM**

Prime respondents are required to disclose to the County any organizational conflict of interest, or potential for the same to occur, within this form. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis and shall propose a method to address the same. Additional sheets of paper may be added to this form if additional space is needed to convey the requested information.

**A&E Prime Name:**

**Potential Organizational Conflict(s) of Interest:**

**Proposed Method(s) to Address Organizational Conflict(s) of Interest:**





MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)  
ISD FORM NO. 9 – Fair Subcontracting Policies  
(Section 2-8.8 of the Miami-Dade County Code)

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

---

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_



## Implementing Order

MIAMI-DADE

**Implementing Order No.:** IO 3-32

**Title:** COMMUNITY BUSINESS ENTERPRISE (CBE-A/E) PROGRAM FOR THE PURCHASE OF PROFESSIONAL ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR SURVEYING AND MAPPING SERVICES

**Ordered:** 5/3/2011

**Effective:** 5/13/2011

### **AUTHORITY:**

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter; Sections 2-10.4.01, and 10-38 of the Code of Miami-Dade County.

### **SUPERSEDES:**

This Implementing Order supersedes previous Administrative Order 3-32, ordered November 30, 2004 and effective December 10, 2004.

### **POLICY:**

- A. It is the policy of Miami-Dade County that not less than 10% of the County's total annual expenditures of all project specific contracts for professional architectural, landscape architectural, engineering, and surveying and mapping services, shall be expended with CBE-A/Es certified under the CBE-A/E ordinance.
- B. Except where federal or state laws or regulations mandate to the contrary, this Implementing Order applies to all project specific awards, and multiple project contracts as mandated in the CBE-A/E ordinance.
- C. **APPLICABILITY TO THE PUBLIC HEALTH TRUST:**  
The application of contract measures to professional architectural, landscape architectural, engineering, or surveying and mapping services purchased by the Public Health Trust shall be governed by this Implementing Order.

### **I. DEFINITIONS**

This Implementing Order incorporates completely the definitions listed in the CBE-A/E Ordinance. Those definitions, as well as additional terms necessary for the understanding of this Implementing Order, are listed below:

- A. "Agreement" means an agreement proposed by the County, or Public Health Trust staff, or approved by the County Commission or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.
- B. "Available" or "Availability" means to have, prior to proposal submission, the ability to provide professional services under an agreement or sub consultant agreement by having:
- reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.
- C. "Bonding Assistance" may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
- D. "Business Day" means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.
- E. "Calendar Day" means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.
- F. "Commercially Useful Function" means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:
- the evaluation of the amount of work contracted to subconsultants; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.
- G. "Community Business Enterprise (CBE-A/E)" means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has an actual place of

business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million (\$2,000,000) dollars for Tier 1 CBE-A/Es, four million five hundred thousand (\$4,500,000) dollars for Tier 2 CBE-A/Es in the case of architectural services, or six million (\$6,000,000) dollars for Tier 2 CBE-A/Es in the case of landscape architectural, engineering or surveying and mapping services. A CBE-A/E will graduate out of the Program once it has exceeded these Tier 2 size limits based on its three year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical certification categories the CBE-A/E will be placed in. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Section II E. Representations as to gross revenues shall be subject to audit. The Contracting Participation Levels are as follows:

- i. Tier 1 CBE-A/Es in the case of architectural, landscape architectural, engineering, or surveying and mapping professional services – 3 year average annual gross revenues of \$0 to \$2,000,000.
- ii. Tier 2 CBE-A/Es in the case of architectural services – 3 year average annual gross revenues of \$2,000,001 to \$4,500,000.
- iii. Tier 2 CBEA/Es in the case of landscape architectural services, engineering, or surveying and mapping professional services – 3 year average annual gross revenues of \$2,000,001 to \$6,000,000

The County Mayor or designee shall be authorized to adjust the CBE-A/E size limits every five (5) years based on the Consumer Price Index calculated by the U.S. Department of Commerce as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using the Consumer Price Index figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

- H. "Construction" means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.
- I. "Continuing Contract" shall have the definition provided at Sec. 2-10.4(1)(f), Code of Miami-Dade County.

- J. "CBE-A/E Program" is the Community Business Enterprise Program for the Architectural, Engineering, Landscape Architectural, Surveying and Mapping Professionals.
- K. "Debar" means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.
- L. "Design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.
- M. "Design-build Firm" means a partnership, corporation, or other legal entity with the following characteristics:
1. A partnership or joint venture, having at least one partner in compliance with either of the following two requirements:
    - a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
    - b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
  2. An individual or corporation in compliance with the following two requirements:
    - a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
    - b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
- N. "DPM" means Miami-Dade County Department of Procurement Management.
- O. "Firm" means any individual, firm, partnership, corporation, association, joint venture or other legal entity permitted by law to practice architecture,

engineering, landscape architecture, design-build, and/or land surveying and mapping services.

- P. "Graduation" means the CBE-A/E has exceeded the specific size limits stated for the Program and thus may no longer be eligible for participation in the Program.
- Q. "Joint Venture" means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in this ordinance; such size limitations include affiliates as set forth in Appendix A of this ordinance.
- R. "Multiple Projects Contract" is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Sec. 2-10.4(1)(e)(1) and (2), Code of Miami-Dade County.
- S. "Owned" means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.
- T. "Professional Services" are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- U. "Project Specific Awards" are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the County agency for work of a specified nature for a fixed capital study or planning activity.
- V. "Prompt Payment" – it is the intent of the County that all firms providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.
  - 1. Contracts with CBE-A/E set-asides or subconsultant goals shall require that billings from consultants under prime professional services with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E contract set-aside or which contain a Set-aside or subconsultant goal shall be promptly reviewed and payment made by the County or Trust on those amounts not in

dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.

2. The Department of Small Business Development may investigate reported instances of late payments to CBE-A/Es.
  3. The County Mayor or designee shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.
- W. "Proposal" means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letters of interest, letter of participation or offer to perform the agreement.
- X. "Proposer" means any firm that submits a proposal to provide professional services.
- Y. "Qualifier" means the individual who qualified the firm license holder as required by Florida Statute.
- Z. "Review Committee" or "RC" means the committee established by the County Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus.
- AA. "SBD" means Miami-Dade County Department of Small Business Development.
- BB. "Subconsultant Goal" means a proportion of a prime agreement value stated as a percentage to be subconsulted to Tier 1 and Tier 2 CBE-A/Es to perform a commercially useful function.
- CC. "Suspension" means temporary debarment for a period not to exceed two (2) years.
- DD. "Tier 1 Set-Aside" means reservation for competition solely among Tier 1 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional fees are \$1,000,000 or less. Tier 2 CBE-A/Es may not compete for Tier 1 CBE-A/E Set-asides as prime consultants.

- EE. "Tier 2 Set-Aside" means reservation for competition solely among Tier 2 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees are \$1,000,001 or greater. Tier 1 CBE-A/Es may compete for Tier 2 CBE-A/E set-asides as prime consultants.
- FF. "Technical Certification" means a certification approved by the Miami-Dade County Technical Certification Committee which establishes minimum qualifications of the firm to perform the specific services to be eligible to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services. Firms may be certified in several different technical certification categories.

## II. CERTIFICATION

### RESPONSIBILITY OF Department of Small Business Development (SBD)

1. SBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/Es, SBD shall maintain and publish at least monthly an updated list of CBE-A/Es, identifying each listed CBE-A/E based on each Standard Industry Classification/North American Industry Classification System (SIC/NAICS) category, and each Technical Certification Category.
2. SBD shall collect, assemble and verify all information needed to establish the eligibility of an applicant and continued eligibility of a CBE-A/E.
3. SBD shall not certify an applicant, shall not grant continuing eligibility to a CBE-A/E, and shall decertify a CBE-A/E that fails to comply with the criteria or procedures of the CBE-A/E Ordinance as amended, in this Implementing Order and/or participation provisions. SBD shall have authority to suspend the certification of a CBE-A/E during any appeal of a certification decision.
4. SBD shall certify each CBE-A/E by the type of professional service it performs in accordance with the applicable SIC and/or NAICS Code(s) and the Technical Certification Categories for which the CBE-A/E is licensed. A CBE-A/E can be certified in an unlimited number of applicable SIC/NAICS Codes and Technical Certification Categories.

5. SBD shall provide written procedures and/or forms for continuing eligibility to certified CBE-A/Es not later than thirty (30) calendar days prior to their anniversary date.
6. To decertify a CBE-A/E, SBD shall either:
  - a. give notice to the CBE-A/E that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or
  - b. suspend the certification of the CBE-A/E during any appeal of the certification decision.
7. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to CBE-A/Es who are decertified, denied recertification or who have graduated.
8. SBD may require applicants and CBE-A/Es to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or CBE-A/E's ownership, and/or workforce as to race, national origin, gender, and gross annual sales receipts.

#### A. CERTIFICATION PROCESS

1. Interested parties may obtain the certification application from SBD and are encouraged to request an explanation of the certification process. A copy of the certification application and an explanation of the certification process is also available on SBD's Web Page through the County's Internet Portal at <http://www.miamidade.gov/sba>.
2. The applicant shall complete the certification application and submit it with all requested documentation to SBD.
3. All applicants, including CBE-A/Es seeking continuing eligibility, shall attend, if requested by SBD staff, an Eligibility Review Meeting (ERM) to clarify information that was submitted in the application and accompanying documents or to gain additional information regarding the applicant's eligibility for certification.
4. All applicants, including CBE-A/Es seeking continuing eligibility, shall allow site visits by SBD staff to gain additional information regarding compliance with eligibility requirements.

## B. TERMS OF CERTIFICATION

1. Certification is valid for a three (3) year period. Certification for CBE-A/E firms is continuous within the three year period with the firm's annual submission of an Affidavit for Continuing Eligibility. SBD shall require that all CBE-A/E firms, in order to continue eligibility, submit an Affidavit for Continuing Eligibility annually on or before the Anniversary Date. The Affidavit for Continuing Eligibility shall include:
  - a. Most recent, signed, complete business tax return(s) or extension(s) for the firm and all affiliates.
  - b. Current business, professional license, Local Business Tax Receipt issued by Miami-Dade County and certifications.
  - c. Current lease agreement or warrantee deed for the firm's actual place of business.
  - d. Notarized, sworn affiliation affidavit.
2. Additional supporting documentation may be required by SBD to verify eligibility.
3. SBD will take the following action if a CBE-A/E firm's Affidavit for Continuing Eligibility is not received on or before the Anniversary Date:
  - a. SBD shall prepare a Notice of Certification Removal.
  - b. SBD shall mail the Notice of Certification Removal to the CBE-A/E firm.
  - c. SBD shall allow the CBE-A/E firm (15) days from the date of the notice to provide the Affidavit for Continuing Eligibility and supporting documentation.
  - d. If the CBE-A/E firm does not provide the Affidavit for Continuing Eligibility and supporting documentation within the timeframe stipulated above, SBD shall decertify the firm and notify the firm in writing of the decertification.
  - e. The "Notice of Certification Removal" will be dated the day following the deadline established pursuant to "c." above.

4. A CBE-A/E firm, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses that has been denied recertification, that has been decertified is not eligible to apply for certification for twelve (12) months from the time of the denial, or decertification, or graduation. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.
5. A business owner, alone or as a member of a group, shall own or control only one CBE-A/E at a time. A business owner, alone or as a member of a group, and any CBE-A/E, may not hold more than a ten (10) percent equity ownership in any other CBE-A/E in the same or similar line of business. If a non-CBE-A/E in the same or similar line of business as a CBE-A/E has an equity ownership of such CBE-A/E that exceeds ten (10) percent, the CBE-A/E shall not be certified or recertified.
6. Certified CBE-A/Es shall provide written notice to SBD of any changes that affect their eligibility as CBE-A/Es. CBE-A/Es shall submit a Change Request Form and supporting documentation describing the nature of the change, the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s). This form must be completed and returned to SBD in order for the change to be processed by SBD.
7. A CBE-A/E must have a valid certification in effect at time of proposal submittal. For successful proposers, certification must be maintained throughout the selection process and contract award. With the exception of provisions described in CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by SBD staff to determine continuing compliance with certification requirements.

#### B. ELIGIBILITY REQUIREMENTS

1. Applicants and CBE-A/Es must be profit-motivated businesses. (Note: not-for-profit or non-profit corporations are not eligible for certification).
2. CBE-A/Es must have an actual place of business in Miami-Dade County and may be registered as a vendor with DPM.

- a. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to:
  - (1) The firm's address as recorded on the Miami-Dade County Local Business Tax Receipt.
  - (2) The existence of a Miami-Dade County telephone number in the name of the CBE-A/E or the name with which the CBE-A/E is doing business;
  - (3) Offices, premises related to business, or other facilities within the geographic boundaries of Miami-Dade County at which the services to be provided are produced or performed;
  - (4) The existence and location of secretarial or other administrative staff;
  - (5) The existence of other offices or premises at which the same business is conducted; and
  - (6) The possession of professional licenses and/or competency certificates required to conduct the business in Miami-Dade County.
3. An individual, alone or as a member of a group, shall own or control only one (1) CBE-A/E firm.
4. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the average annual adjusted gross revenues for the last three (3) years, in combination with that of all of the firm's affiliates, if any. Representations as to gross revenues shall be subject to audit.
5. Applicants and certified CBE-A/Es must be properly licensed to conduct business in the State of Florida and in Miami-Dade County, and must perform a commercially useful function with an actual place of business in Miami-Dade County, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified.
6. The applicant qualifier of the firm must own at least twenty-five percent (25%) of the certified firm's issued stock or have at least a twenty-five (25) percent ownership interest in the certified firm. A CBE-A/E firm may be certified in other technical categories for which the firm has received Technical

Certification in accordance with Section 2-10.4 of the Code of Miami-Dade County through a non-owner qualifier.

7. Nothing shall prohibit CBE-A/Es from competing for contracts under the Federal Disadvantaged Business Enterprise (DBE) program or any other business assistance program if the CBE-A/E is also certified for the programs under this Implementing Order by SBD or certified by any other agency or organization.
8. When investigating the ownership and control of an applicant or a CBE-A/E, SBD shall consider factors including, but not be limited to the following:
  - a. All securities constituting ownership and/or control of a business for purposes of establishing the business as a CBE-A/E shall be held directly by the owners. No securities held in trust shall be considered.
  - b. The contributions of capital and expertise by the qualifying agent to acquire interest in the business shall be real and substantial. Examples of insufficient contributions may include, but are not limited to, a note payable to the business or to those of its part owners, or the mere participation of the qualifier as an employee, rather than as a manager.
9. A CBE-A/E shall not be subject to any formal or informal restrictions that limit the customary discretion of the owner.
10. An applicant that has undergone a recent change in ownership, control or reported income level will be carefully scrutinized. Factors such as, but not limited to, the following shall be considered:
  - a. The reasons for the timing of the change in ownership of the business relative to the time that the contracts in the applicant's trade, Standard Industry Classification/North American Industry Classification System (SIC/NAICS), or service area are advertised;
  - b. Whether an individual identified as an owner who had a previous or continuing employee-employer relationship with present owners has actual management responsibilities and capabilities;
  - c. The participation of one or more of the owners of the applicant firm in another firm in the same trade, SIC/NAICS, or service area;

- d. Whether reported income levels indicate a severe decline to possibly attempt to qualify the firm for CBE-A/E certification; and
- e. Whether affiliation as described herein exists or once existed between the applicant firm and a non-CBE-A/E firm.

D. SIZE ELIGIBILITY AND AFFILIATION DETERMINATION

- A. General: Only small firms that meet size limits of Tier 1 and Tier 2 CBE-A/Es as to average annual adjusted gross revenues for the last three years may be certified as CBE-A/Es. Size determinations for Tier 1 and Tier 2 CBE-A/Es certification eligibility shall take into account the combined gross revenues of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.
- B. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:
  - 1. One concern controls or has the power to control the other, or
  - 2. A third party or parties controls or has the power to control both, or
  - 3. An identity of interest between or among parties exists such that affiliation may be found.
- C. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including, but not limited to, common ownership, common management, common facilities, related business lines or related scopes of work, and contractual relationships. Examples of affiliation include:
  - 1. Nature of control in determining affiliation.

Every firm is considered to have one or more parties who directly or indirectly control or have the power to control it. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.
  - 2. Identity of interest between and among persons as an affiliation determinant.

Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one firm. In determining who controls or has the power to control firm, persons with an identity of interest may be treated as though they were one person.

3. Affiliation through stock ownership.
4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.
5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.
6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with subconsulting agreements, financial or technical assistance, proposal or performance bond indemnification, and/or other facilities, whether for a fee or otherwise.
7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.
8. Affiliation under joint venture arrangements.

D. Gross Annual Revenues.

1. In size determinations, size eligibility requires that the firm may not exceed the three year average gross annual revenues in the applicable standard.

2. Definitions. For the purpose of determining annual gross revenues of a firm:

- a. "Accrual Basis" means a method of accounting in which accounts and notes receivable are recorded in the regular books of account for the period in which the firm first has a claim of right to them.
- b. "Claim of Right" has the meaning attributed to it by the U.S. Internal Revenue Service (IRS).
- c. "Gross Revenues" is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.
- d. "Regular Books of Account" means the general ledger or other book of final entry and, if used, the journals or other books of original entry.
- e. "Completed Fiscal Year" means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.
- f. Unless otherwise defined in this section, all terms shall have the meaning attributed to them by the IRS.

3. Period of measurement.

- a. Annual Gross Revenues of a firm which has been in business for three (3) or more completed fiscal years means the arithmetic annual average revenue of the firm over its last three (3) completed fiscal years (total revenue compiled over the entire three (3) year period would be divided by three).
- b. Annual Gross Revenues of a firm which has been in business for less than three (3) fiscal years means the arithmetic annual average revenue over the time period the firm has been in business (total revenues compiled over the period the firm has been in business,

divided by the number of weeks, including fractions of a week, the firm has been in business, multiplied by (52).

- c. Annual Gross Revenues of a firm which has been in business three or more years but has a short year in the last three years will be the arithmetic annual average revenue over the two full years and the short year. The short period may appear at the beginning, middle or end of the three year calculation period.
4. Method of determining annual gross revenues.
    - a. Revenue may be taken from the regular books of account of the firm. If the firm so elects, or has not kept regular books of account, or the IRS has found such records to be inadequate and has reconstructed income of the firm, then revenues shown on the federal income tax return of the firm may be used in determining annual gross revenues. Revenue shown on the regular books of account or the Federal Income tax return on a basis other than accrual must be restated to show revenue on an accrual basis for all fiscal years.
    - b. Where the federal income tax return of a firm shows its annual gross revenues to be less than seventy-five (75) percent of the applicable size standard, the firm need not restate its revenue to an accrual basis prior to determining annual revenues.
    - c. Where a short period is included in the firm's most recent three (3) years, annual gross revenues are calculated by dividing the sum of the revenues of the short year and the revenues of the two (2) full fiscal years by the sum of the number of weeks in the short fiscal year and the number of weeks in the two full fiscal years, and multiplying that figure (the weekly average revenues) by fifty-two (52).
  5. Annual gross revenues of affiliates.
    - a. If a firm has acquired an affiliate or been acquired as an affiliate during any portion of the applicable averaging period used to calculate, the annual gross revenues to determine size status (including before certification), the revenues of both the firm and the affiliate(s)/acquirer will be aggregated to compute size. Such aggregation of revenues will occur for each entire fiscal year of both the applicant and the affiliate(s)/acquirer, irrespective of the length of

time the affiliation existed during said fiscal year, as long as an affiliation existed at any point during that fiscal year.

- E. Annual gross revenues and adjusted gross revenues of affiliated.
  - 1. The annual gross revenues and adjusted gross revenues of affiliates shall be included in determining size status of the applicant.
  - 2. Payments to an affiliate that has been used as a subconsultant by the applicant shall not be counted as documented payment used to adjust the gross revenues of the applicant.

### III. JOINT VENTURES

- A. Only joint ventures approved by SBD in accordance with this Implementing Order are eligible to participate as joint ventures in the CBE-A/E program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CBE-A/Es before the joint venture can be approved. Joint ventures can participate under the CBE-A/E program on contracts with CBE-A/E set-asides or subconsultant goals.
- B. Joint ventures must submit, prior to proposal submission, a Joint Venture Agreement containing the following information:
  - 1. A description of the financial contribution of each member;
  - 2. A list of the personnel and equipment used by each member;
  - 3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
  - 4. An explanation of how the profits and/or losses will be distributed;
  - 5. The bonding capacity of each member;
  - 6. A description of any management or incentive fees for any of the members;
  - 7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and

8. A copy of any required State certificates or registrations.
- C. SBD shall collect, assemble and verify all information needed to determine if all members of a joint venture are CBE-A/Es. A Joint Venture Agreement is complete when it includes all required supporting information.

#### IV. DEPARTMENT/AGENCY RESPONSIBILITIES

- A. Each department and agency, in conjunction with the annual budget process, shall compile a list of its proposed capital projects, renovations, and major repairs for the fiscal year. Each department and agency shall forward the list by August 1 of each year to SBD for use in the formulation of the CBE-A/E objectives.
- B. Each department and agency, in conjunction with its contracting and purchasing activities, shall compile and maintain a list of its consultants' ownership demographics. These lists shall be updated at least quarterly and forwarded to SBD. Contract documents shall require that all requests for payment by the prime consultants include a list of all subconsultants who have performed work, and shall contain the prompt payment provisions outlined in the CBE-A/E ordinance.
- C. SBD shall prepare standard proposal participation provisions. Each issuing department including the Public Health Trust must use these standard proposal participation provision documents for all agreements with agreement set-asides or subconsultant goals unless SBD approves substitute proposal documents. When proposal documents for agreements with set-asides or subconsultant goals are advertised, they shall include a web link to the CBE-A/E Certification List.
- D. SBD shall notify departments of the recommended agreement set-aside, or subconsultant goal.
- E. Subsequent to a recommendation and prior to agreement advertisement, each department shall advise SBD of any change in the scope of work of an agreement. SBD shall review the change and recommend to the County Manager whether the agreement requires further review due to the change in the scope of work. Each department shall advise SBD of post-award changes in scope and all change orders that require Board of County Commissioners' approval shall be submitted to SBD. SBD shall review the changes and change orders and recommend to the County Manager whether the

agreement requires further review due to the change in the scope of work, and report on the prime consultant's current status of CBE-A/E compliance.

F. Each department shall advise SBD of any agreement advertisement dates that are in excess of one hundred twenty (120) days of the initial recommendation to apply a set-aside or a goal in order to allow SBD to identify any changes in availability. Each department shall advise SBD of any agreement cancelled or not advertised within one hundred eighty (180) days after review and the agreement must be resubmitted to SBD to re-establish availability.

V. PROCEDURE FOR RECOMMENDATION OF AGREEMENT SET-ASIDES OR SUBCONSULTANT GOALS

Each individual project specific award and multiple project contracts (if the multiple projects contract 10% utilization objective has not been met) as mandated by the CBE-A/E ordinance for the purchase of architectural, landscape architectural, engineering, or surveying and mapping services, shall be reviewed for application of Tier 1 CBE-A/E set-asides or subconsultant goals. The procedure for applying Tier 1 CBE-A/E set-asides or subconsultant goals on such services are as follows:

A. Each department, as applicable, shall review anticipated agreements for application of Tier 1 and/or Tier 2 CBE-A/E set-asides or subconsultant goals.

B. Departments shall work in conjunction with SBD in recommending whether agreements should be set-aside for Tier 1 and/or Tier 2 CBE-A/Es or have subconsultant goals applied. The department shall submit the appropriate items from the following to the Director of SBD:

1. For each recommendation to have an agreement set-aside for Tier 1 and/or Tier 2 CBE-A/Es or to have a subconsultant goal applied, a memorandum should be included providing an appropriate brief description as follows:

a) Project title and number;

b) A complete breakdown of all the required professional services, including identification by their respective technical certification categories;

- c) Estimated percentage of work for each of the required professional services;
  - d) A history of previous purchases to include the sizes of the previously successful consultants as appropriate for the previous three (3) years; and
  - e) The recommendation as to whether to set-aside the agreement or to place a subconsultant goal on the agreement.
2. An agreement may be set-aside for Tier 1 and/or Tier 2 CBE-A/Es or may have subconsultant goals applied to a given agreement when availability has been established for the Standard Industry Classification/North American Industry Classification System (SIC/NAICS) category in which the agreement is classified and the forecast of future expenditures by program area indicates that an agreement set-aside for Tier 1 and/or Tier 2 CBE-A/Es or a subconsultant goal will be appropriate.

#### A. GENERAL GUIDANCE

1. The selection of an agreement for Tier 1 set-aside and/or Tier 2 subconsultant goal shall include consideration of the following:
  - a. The impact of the project as it relates to the CBE-A/E objective;
  - b. The previous agreements used in the particular SIC/NAICS category;
  - c. The relative impact of economic incentives;
  - d. The effects of other agreement set-asides or subconsultant goals taken or reasonably expected to be taken in the SIC/NAICS category and their expected effects during the life expectancy of the agreement;
  - e. The impact of the agreement set-aside or subconsultant goal on potential competitors; and
  - f. Consideration of selection among various programs as set forth by the Review Committee.

- g. Availability of certified CBEs (3 or more) for each of the technical certification categories assigned to the project.

## B. AGREEMENT SET-ASIDES

1. A recommendation of a set-aside is appropriate when:
  - a. The estimated professional services fee is \$1 - \$1,000,000 for Tier 1 CBE-A/Es and \$1,000,001 or greater for Tier 2 CBE-AEs for architectural, landscape architectural, engineering, or surveying and mapping professional services;
  - b. The quality, quantity and type of opportunities provided by the agreement are appropriate for applying a Tier 1 and/or Tier 2 set-aside(s);
  - c. Three (3) or more Tier 1 and/or Tier 2 CBE-A/Es as appropriate are available to provide the quality, quantity and type of opportunities afforded by the proposed agreement.
2. Set-asides should be used to provide large economic incentives. When possible, consideration should be given for splitting large agreements into smaller agreements to allow for greater program participation.

## C. SUBCONSULTANT GOAL

1. A recommendation to apply a subconsultant goal to a particular agreement is appropriate when:
  - a. The agreement has identifiable opportunities, which, according to normal industry practice, are appropriate for subconsulting in a specific professional service area within SIC/NAICS and technical certification category;
  - b. The quality, quantity and types of opportunities provided are appropriate for applying a subconsultant goal.
2. Effective competition exists for setting a particular subcontractor goal in that three (3) or more CBE-A/Es certified within the applicable professional service area within SIC/NAICS and technical certification category are available.

3. A memorandum identifying and briefly describing all agreements or proposals, including justification for sole source, for which a recommendation is being made not to set aside the agreement or not to place a subconsultant goal on the agreement, and information to support such a recommendation.

#### D. REVIEW PROCESS

1. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the Department(s) not agree on recommended measures or goals, then the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.
2. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.
3. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within 36 hours of posting via a designated email address or mail.
4. All advertised projects shall contain language to allow for public comments to be submitted to SBD within 36 hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.
5. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

#### VI. DOCUMENTATION TO ESTABLISH SET ASIDES OR SUBCONSULTANT GOALS

The County Mayor or designee shall establish a standing Review Committee (RC) to consider documentation for the establishment of set-asides or subconsultant goals where SBD and the contracting department have not

established consensus. SBD shall consider the following when recommending a set-aside or subconsultant goal:

- A. For each recommendation of an agreement set-aside or subconsultant goal, a copy of the department's recommendation; a memorandum briefly describing the analysis of the agreement and basis for providing a recommendation; verification of ability to submit a proposal for Tier 1 or Tier 2 set-aside agreements and a recommendation report that includes a listing of all professional service areas on which availability was established and subconsultant goals were based.
- B. A brief memorandum identifying all services for which a recommendation of no agreement set-aside or no subconsultant goal is being made and providing information to support the recommendation.

#### VII. REVIEW COMMITTEE PROCESS

SBD is responsible for recommending to the Mayor or designee whether to apply CBE-A/E set-asides, or subconsultant goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

- A. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.
- B. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review when consensus is not reached between SBD and the contracting department. The RC will make recommendations to the Mayor or designee.
- C. The RC shall conduct public deliberations and make recommendations whether to apply CBE-A/E, set-asides or subconsultant goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.
- D. The standing members of the RC shall be: Director, Public Works Department; Director, Office of Capital Improvements; Director, Department of Procurement Management; a rotating Director of the County's capital departments or their designees; and a County Manager appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.

- E. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.
- F. The RC shall meet as needed. SBD shall timely publish meetings, listing the meeting location, date and time. All RC meetings are subject to Government-in-the-Sunshine requirements. The chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.
- G. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.
- H. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter the staff recommendation. The County Mayor or designee may accept, reject, modify or otherwise alter SBD's recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the County Manager's recommendations. The Mayor may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

VIII. AGREEMENT ADMINISTRATION - AGREEMENT SET-ASIDES

- A. Solicitations for County professional services agreements that are set-aside under the CBE-A/E program shall consider proposals solely from CBE-A/Es. In order to submit a proposal on a set-aside agreement, the proposer must be certified as a CBE-A/E prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from SBD.
- B. A CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E goal applied to the agreement by a maximum of one hundred (100) percent.
- C. Respondent's Responsibilities for CBE-A/E Set-Asides
  - 1. Proposals documents shall require proposers to submit a Letter of Agreement, Certificate of Assurance or equivalent for each subconsultant

to be utilized in satisfaction of a set-aside. The Letter of Agreement, or equivalent, shall be signed by the prime and the subconsultant and shall at a minimum state the type of work that the subconsultant will perform, the technical certification category, and the percentage that the amount of the fees payable to the subconsultant bears to the overall fees payable under the contract. Failure to submit the required Letter of Agreement, or equivalent, at the time of proposal submission shall render the proposal non-responsive.

2. Proposers may cure immaterial irregularities in the Letter of Agreement submitted not later than forty eight (48) hours following written notification by the Department of Small Business Development. Immaterial irregularities shall be those items which, in the County's sole discretion, do not affect either the assurance of agreement between the prime proposer and the subconsultant or the proposer's assurances to the County that the stated measure will be met. Examples include, but are not limited to improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.
  3. Failure of a proposer to cure the immaterial irregularities within the stated period following notification shall result in disqualification of the proposer for contract award.
- D. The following shall constitute a violation of this Implementing Order as they relate to an agreement that is set-aside:
1. Submission of a "Letter of Agreement" of CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate;
  2. After proposal submission due date, deviations from the "Letter of Agreement" without the written approval of SBD;
  3. The utilization of a non-certified CBE-A/E;
  4. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
  5. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
  6. Failure to submit monthly utilization reports;

7. Failure to comply with CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
8. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
9. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a "Letter of Agreement."

IX. AGREEMENT ADMINISTRATION - SUBCONSULTANT GOALS

A. SUBCONSULTANT GOALS

The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal form. Subconsultant goals may be applied to an agreement when estimates made prior to proposal advertisement identify the quality, quantity and type of opportunities in the agreement and CBE-A/Es are available to afford effective competition in providing a percentage of these identified services.

After a proposal is advertised or other formal public notice given, the established subconsultant goal may be reduced only with the approval of the County Commission or the Public Health Trust. Proposal documents shall include documentation demonstrating the basis for the subconsultant goal established in the agreement.

1. RESPONDENT RESPONSIBILITIES FOR SUBCONSULTANT GOALS

Respondents must submit a completed Letter of Agreement at the time of proposal submission identifying all Tier 1 and/or Tier 2 CBE-A/Es to be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work. The Letter of Agreement constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/Es listed are qualified and available to perform as specified. The Letter of Agreement is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the

identified CBE-A/Es for the scope of work at the percentage set forth in the Letter of Agreement. Failure to submit the required documents within the required time frames may render the proposal nonresponsive or be subject to sanctions or penalties as outlined in the contract or in this Implementing Order.

- a. All such subconsultant agreements shall be in writing and shall be executed by the prime consultant and the CBE-A/E subconsultant utilized to meet the subconsultant goal.
- b. Respondents who fail to submit the required Letter of Agreement at the time of proposal submission shall be considered non-responsive.
- c. Respondents that submit a defective Letter of Agreement may be voidable. Examples of defects include, but are not limited to, an incomplete Letter of Agreement, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.
- d. A successful respondent that is a CBE-A/E or a CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces. The remaining subconsultant goal work shall be performed by other CBE-A/Es.
- e. Expenditures to subconsulting CBE-A/Es shall be counted toward meeting specified subconsultant goals as follows:
  - (1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;
  - (2) One hundred percent (100%) of the expenditures to CBE-A/Es that subconsult work further to non-CBE-A/Es, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD;
  - (3) One hundred percent (100%) of the expenditures to CBE-A/Es that perform actual work with their own forces;

- (4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD; and
  - (5) Only expenditures to CBE-A/Es made under a written subconsultant agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.
- f. In order to assure at the time of proposal submission, agreement upon the above information between the prime consultant and the CBE-A/E subconsultant so identified, the prime consultants must submit a Letter of Agreement, Certificate of Assurance or equivalent for each subconsultant to be utilized in satisfaction of a subconsultant goal. The Letter of Agreement, Certificate of Assurance or equivalent, shall be signed by the prime and the subconsultant and shall at a minimum state the type of work that the subconsultant will perform, the technical certification category, and the percentage that the amount of the fees payable to the subconsultant bears to the overall fees payable under the contract. Failure to submit the required Letter of Agreement, or equivalent, at the time of proposal submission shall render the proposal non-responsive.
- g. Proposers may cure immaterial irregularities in the Letter of Agreement, Certificate of Assurance, or equivalent, submitted not later than forty eight (48) hours following written notification by the Department of Small Business Development. Immaterial irregularities shall be those items which, in the County's sole discretion, do not, affect either the assurance of agreement between the prime proposer and the subconsultant or the proposer's assurances to the County that the stated measure will be met. Immaterial irregularities include those correctable items specifically identified in the form approved by the Director of Small Business Development for purposes of verifying compliance. Failure of a proposer to cure the immaterial irregularities within the stated period following notification shall result in disqualification of the proposer for contract award. To prove lack of availability, respondents must submit the following:

- (1) Unavailability Certificates either completed and signed by all of the CBE-A/Es available to perform the scopes of work are completed and signed by the respondent explaining the contacts with all of the CBE-A/Es available to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;
- (2) A listing of any proposals received from a CBE-A/E, the scope of work and percentage of work, and the respondent's reasons for rejecting each proposal;
- (3) A statement of the respondent's contacts with SBD for assistance in determining available CBE-A/Es;
- (4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;
- (5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/Es for the same scope of work. To establish a CBE-A/E as unavailable if its proposal is not considered reasonably competitive, the prime consultant must furnish SBD with copies of all proposals received from all firms, both CBE-A/Es and non-CBE-A/Es, for each specific scope of work for which they are claiming that the proposal is not reasonably competitive. A CBE-A/E's proposal will be considered reasonably competitive if its proposal, for the same scope of work, is within 25% of the proposal of comparably sized non-CBE-A/E firms;

Respondents whose proposals do not meet the specified goal, and who do not prove lack of availability as indicated in 1(g) above, are not in compliance with this Implementing Order.

The following shall constitute non-compliance with this Implementing Order as it relates to an agreement which has a CBE-A/E subconsultant goal:

- (1) The utilization of a non-certified CBE-A/E;

- (2) A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
- (3) A prime consultant not meeting CBE-A/E subconsultant goal requirements;
- (4) Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- (5) Failure to submit monthly utilization reports;
- (6) Deviations from the Letter of Agreement without prior approval from SBD;
- (7) Termination of the CBE-A/E's agreement without prior approval from SBD;
- (8) Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from SBD;
- (9) Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
- (10) Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement.

#### B. COUNTY RESPONSIBILITIES

1. After considering the quality, quantity and type of opportunities provided by the agreement, and the availability of CBE-A/Es to afford effective competition in providing the professional services required under the agreement, each department or DPM will recommend to SBD the type and level of agreement set-aside, or subconsultant goal that could be applied.
2. SBD shall review the Letters of Agreement, Certificates of Assurance or equivalents, and Unavailability Certificates to determine compliance with the agreement set-aside, or subconsultant goal stated in the proposal documents. The Compliance Monitor may meet with a respondent before recommending that the Contract Officer determine noncompliance. This

written recommendation shall be forwarded to the respondent and the Contract Officer.

3. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

#### X. DESIGN-BUILD CONTRACTS

The design portion of the design-build contract is subject to the procedures outlined in this Implementing Order.

#### XI. PROMPT PAYMENT

It is the County's intent that all firms, including CBE-A/Es providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

##### A. PRIME CONSULTANT RESPONSIBILITIES

1. A prime consultant shall include in its billing to Miami-Dade County or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County or the Public Health Trust.
2. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe and implemented by this Implementing Order.
3. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform SBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-

A/E which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.

4. Failure of the prime consultant to comply with the applicable requirements of Section XI (A) (3) above shall result in the prime consultant's forfeiture of the right to use the dispute as justification for not paying the CBE-A/E subconsultant and payment shall be forthcoming from the prime consultant.

#### B. COUNTY RESPONSIBILITIES

1. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust.
2. SBD may investigate reported instances of late payment to CBE-A/Es.

#### C. FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department shall review billings from prime consultants under prime consultant agreements with Miami-Dade County or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

### XII. AGREEMENT ADMINISTRATION - COMPLIANCE AND MONITORING

#### A. Compliance Review

1. The Compliance Monitor shall review respondent's submission for compliance with this Implementing Order on every agreement to which a CBE-A/E agreement set-aside, or subconsultant goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the respondent's proposal is determined to be in compliance or noncompliance with the requirements of this Implementing Order. The Compliance Monitor may consider relevant

information from any person in making this decision. The Compliance Monitor may require the respondent to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.

2. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent may request a meeting within five (5) business days from the date of the notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Letter of Agreement will be accepted.
3. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
4. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's noncompliance with this Implementing Order. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (A)(2) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Letter of Agreement will be accepted.
5. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
6. The Contracting Officer shall provide a written determination of the respondent's compliance with this Implementing Order, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.

7. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.
8. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to this Implementing Order shall not be grounds for reconsideration of any action taken in the proceedings.
9. Miami-Dade County shall not award an agreement to any respondent which, in its determination, fails to comply with the applicable requirements of this Implementing Order. Nothing herein shall relieve any respondent from any of the terms, conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the agreement document.

B. Post-Award Compliance and Monitoring

1. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Letter of Agreement. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

2. Access to Records

Successful respondents and CBE-A/Es shall permit the County to have access during normal business hours to books and records relating to the respondent's compliance with the agreement set-aside, or subconsultant

goal applied to the agreement or relating to CBE-A/E compliance with certification requirements. Such books and records include but are not limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the respondent or the CBE-A/E and other entities. This right of access shall be granted for one year after completion of the work or full payment of the agreement obligations, whichever comes last, or for one year after the expiration of CBE-A/E certification.

3. Access to Job Site

Successful respondents and CBE-A/Es shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

4. Monthly/Quarterly Reporting

The successful respondent on a project that is a CBE-A/E agreement set-aside or on a project with CBE-A/E subconsultant goals shall submit monthly a Utilization Report to the Compliance Monitor through the Contracting Officer on or before the tenth working day following the end of the month the report covers. The Compliance Monitor shall give standard reporting forms to the successful respondent. The Utilization Report is to be completed by the successful respondent. Where a subconsultant goal has been imposed, the Utilization Report shall include information on CBE-A/Es utilized to meet such subconsultant goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

5. Deviations from the Letter of Agreement

- a. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Letter of Agreement, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include

a revised Letter of Agreement to include the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.

b. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Letter of Agreement, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:

- (1) Termination of a CBE-A/E's subconsultant agreement;
- (2) Reduction in the scope of work to be performed by a CBE-A/E;
- (3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or
- (4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.

c. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by this Implementing Order, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant

agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (e) and (f) below shall apply to this paragraph.

d. Termination of Subconsultant Agreements:

If, after execution of a subcontract required by this Implementing Order, the successful respondent submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware, until subsequent to the date of execution of such subconsultant agreement, a CBE-A/E, who entered into such subconsultant agreement has committed a material breach of the subconsultant agreement, the successful respondent shall be entitled to exercise such rights as may be available to him/her to terminate the subconsultant agreement. The procedures of paragraphs (e) and (f) below apply to this paragraph.

e. County's Determination of Respondent's Excuse or Termination:

If the successful respondent at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Respondent has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the successful respondent, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (f) below apply to this paragraph.

f. Alternative Subconsultant Agreements:

- 1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Implementing Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated

subconsultant agreement, less all amounts previously paid thereunder.

- 2) The Successful Respondent must submit to the Compliance Officer a revised Letter of Agreement to include the substitute CBE-A/E.
- 3) A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CBE-A/E. All CBE-A/Es certified within the appropriate professional service area under the technical certification categories must be contacted.
- 4) The Compliance Monitor may require the successful respondent to produce such information as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the respondent.
- 5) The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five calendar days from the successful respondent's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the successful respondent's written objection within ten (10) days of receipt of these objections.

### XIII. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a respondent's violation of or failure to comply with this ordinance or this Implementing Order may result in the imposition of one or more of the following sanctions:

- A. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
- B. Work stoppage;

- C. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;
- D. Termination, suspension, or cancellation of the agreement in whole or part;
- E. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.
- F. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:
  - 1. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for SBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Monthly Utilization Report and determine if the respondent has met the CBE-A/E measures.
  - 2. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.
  - 3. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of noncompliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question. The respondent will also be required to submit a plan indicating any current or future County agreements in which the CBE-A/E deficit will be remedied.

4. The respondent must respond to SBD in writing within ten business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.
5. The compliance monitor will review the plan for approval.
6. When an agreement is identified in which the CBE-A/E measure deficit will be remedied, the respondent will provide a Letter(s) of Agreement for the CBE-A/E firm(s) that will be utilized in making up the deficit.
7. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.
8. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements, will result in the sanctions or the imposition of other penalties, or as referenced in Sections XIII and XIV.

Some of the agreement violations that may result in the imposition of the sanctions listed in Section XIII above include, but are not limited to, the following:

- a. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
- b. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;
- c. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- d. Failure to submit monthly utilization reports;
- e. Failure to comply with CBE-A/E certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- f. Failure to maintain certification;

- g. Deviations from the Letter of Agreement without prior approval from SBD;
- h. Termination of the CBE-A/E's agreement without prior approval from SBD;
- i. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD;
- j. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
- k. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement to meet a subconsultant goal.

#### XIV. ADMINISTRATIVE PENALTIES

##### A. DEBARMENT

1. The County may debar a CBE-A/E or a non-CBE-A/E for violation of, or non-compliance with, the provisions of the County Code governing the program, this Implementing Order, or implementing proposal documents.
2. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of evidence that the CBE-A/E has forfeited a bond or defaulted on financial assistance, either of which was provided under the CBE-A/E program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement.

##### B. DECERTIFICATION

Violations of certification requirements are addressed in Section II of this Implementing Order.

##### C. SUSPENSION

If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not exceed three (3) years.

#### D. MONETARY PENALTIES

1. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 10% of the amount thereof; for the second deficit, a penalty in an amount equal to 20% thereof; for the third and successive deficits, a penalty in an amount equal to 30% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section 10-33.02 of the Code of Miami-Dade County.
2. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal there from, the non-complying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.

#### XV. APPEALS PROCESS

- A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this Implementing Order and Section 2-10.4.01, Code of Miami-Dade County may appeal such action. The Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process. The affected party may appeal the determination by filing a written appeal with the

Director of SBD within thirty (30) days of receipt of the notice. This appeals process does not apply to appeals of decisions made pursuant to bid documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.

B. Decisions by the County Mayor or designee shall be final.

C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a \$250 nonrefundable filing fee to appeal a determination of non-compliance with the requirements of this Implementing Order, section 2-10.4.01, Code of Miami-Dade County, as amended, or implementing bid documents.
2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.
3. SBD shall serve upon the firm, consultant (or subconsultant) and/or lessee a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:
  - a. A copy of SBD's determination of non-compliance, outlining alleged prohibited practices upon which it is based;
  - b. A description of the administrative penalties being considered;
4. An administrative hearing shall be scheduled to be heard before an administrative hearing officer within twenty (20) days after service of the notice. The notice shall also advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them.
5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall transmit his/her findings of fact, conclusions, and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or

designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

D. QUALIFICATIONS OF HEARING OFFICERS:

1. Administrative hearing officers shall be residents of Miami-Dade County who possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the County Manager or his or her designee. The list of administrative hearing officers should include retired judges who are licensed and admitted to practice law in the State of Florida, or arbitrators or mediators certified by the Eleventh Judicial Circuit or State Bar Association. Appointees should become acquainted with this Implementing Order and the provisions of section 2-10.4.01, Code of Miami-Dade County, as amended, applicable to the particular violation(s) to be heard. Additional qualifications include, but are not limited to, experience in equal opportunity, anti-discrimination, contracting, procurement, bonding or financial services activities. Such appointments shall be submitted to the Clerk of the Board of County Commissioners for ratification by the Clerk. The Clerk shall submit an annual report to the Board on the number of women who have served as administrative hearing officers.
2. The County Mayor or designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County. Appointments shall be made for a term of one (1) year. Any administrative hearing officer may be reappointed at the discretion of the County Mayor, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one-year term. The County Mayor shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.
3. Administrative hearing officers shall not be County employees but shall be compensated at a rate to be determined by IO.

4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager

# Letter of Agreement (LOA)

## Community Business Enterprise Program



**THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER/DESIGN-BUILDER**

From: \_\_\_\_\_  
Name of Prime Proposer / Design-Builder

In response to Miami-Dade County's Project Number \_\_\_\_\_, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE-A/E) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

\*Name of Proposed CBE-A/E Firm: \_\_\_\_\_

Name of Certified CBE-A/E *Prime/Sub (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee

I certify that the representations contained in this form are to the best of my knowledge true and accurate

\_\_\_\_\_  
 Proposer's / Design Builder Signature      Proposer's / Design-Builder's Name/Title (Print)      (Date)

**COMPLETE THIS SECTION ONLY FOR DESIGN/BUILD PROJECTS**

I certify that the representations contained in this form are to the best of my knowledge true and accurate

\_\_\_\_\_  
 Lead A/E Firm Signature      Lead A/E Firm Name/Title (Print)      (Date)

**THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT**

**ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM**

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

\_\_\_\_\_  
 CBE Subconsultant Signature      Date

\_\_\_\_\_  
 CBE Subconsultant Name (Print)      Title

\_\_\_\_\_  
 Name of CBE-A/E Firm



# ARCHITECTURE & ENGINEERING UTILIZATION REPORT



MONTHLY REPORT (PARTS 1A & 1B)  FINAL REPORT (PARTS 1A, 2 & 3)

## PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Metropolitan Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statutes (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A		REPORTING PERIOD	PROJECT NAME	PROJECT NO.		
FROM:		PROJECT LOCATION		NTP DATE		
TO:		USER DEPARTMENT				
		USER DEPT. PROJ. MANAGER	PHONE	FACSIMILE		
		AMOUNT REQUISITIONED THIS PERIOD	AMOUNT REQUISITIONED TO DATE	AMOUNT PAID TO SUBS TO DATE		
		AMOUNT SUBS REQUISITIONED THIS PERIOD	AMOUNT SUBS REQUISITIONED TO DATE	AMOUNT PAID TO SUBS TO DATE		
PRIME CONTRACTOR			CONTRACT AWARD AGREEMENT AMOUNT	CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT	
NAME OF FIRM						
ADDRESS			SCHEDULE COMPLETION DATE	PERCENTAGE OF CONTRACT COMPLETED		
TELEPHONE	FACSIMILE		PROJECT MANAGER (PRIME CONTR)			
B						
SUBCONSULTANTS						
NAME OF SUBCONSULTANT	AGREEMENT AMOUNT	DESCRIPTION OF WORK	GOAL (% APPLICABLE)	\$ AMOUNT SUB REQUISITIONED THIS PERIOD	AMOUNT PAID TO SUB TO DATE	SCHEDULED COMPLETION DATE
AUTHORIZED SIGNATURE OF PRIME CONTRACTOR			PRINT NAME	TITLE	DATE	

## COUNTY USE This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER		PRINT NAME	DATE

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.



AFFIDAVIT

I, \_\_\_\_\_, being first duly sworn, state:

1. I am employed by \_\_\_\_\_ to work on a project related to the Miami-Dade Water and Sewer Department's Pump Station Improvement Program (PSIP).
2. I am not employed by nor receive any compensation from any other person, consultant or contractor for work related to the PSIP.
3. If I am engaged in any additional employment not related to the PSIP, I shall immediately disclose such employment to my PSIP's employer (named above in #1) and the Miami-Dade Water and Sewer Department (MDWASD).
4. If I obtain employment from another person, consultant or contractor working on any project related to the PSIP, I shall disclose such employment to MDWASD.
5. Neither I nor any of my immediate family (spouse, parents, children) have any financial interests or business interests in any of the contractors working on any project related to the PSIP.
6. This Affidavit was requested by and being provided to MDWASD. I have acknowledged that MDWASD is relying on this Affidavit to ensure that I have no conflicts of interest when performing work on any project related to the PSIP.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Affiant

\_\_\_\_\_  
Signature

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, who is personally known to me or and has/has not produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
print name

\_\_\_\_\_  
Serial Number