Memorandum

MIAMI-DADE COUNTY

Date: May 6, 2014

Agenda Item No. 8(A)(3)

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

From: Carlos A. Gimenez
Mayor

Subject: Award Recommendation for Professional Cost Estimating and Scheduling Services Agreement for the Miami-Dade Aviation Department, RFQ No. MDAD-13-02, in the amount of $10,025,000.00

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the award of a non-exclusive Professional Services Agreement (PSA) for cost estimating and scheduling services for the Miami-Dade Aviation Department (MDAD) to U.S. Cost, Inc. d/b/a RIB U.S. Cost in the amount of $10,025,000.00, and authorize the Mayor or designee to execute the agreement.

SCOPE

The impact of this item is Countywide as it relates to all MDAD airports.

DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority, the Aviation Director or designee has the authority to exercise renewal options and to terminate the Agreement.

FISCAL IMPACT/FUNDING SOURCE

The source of funding for this Agreement is MDAD's Operating Budget, Reserve Maintenance Budget, and bond proceeds. The total contract amount for the initial three (3) year term and the additional two (2) one-year renewal options is $10,025,000.00, including the Inspector General Fee (IG).

TRACK RECORD/MONITOR

U.S. Cost has performed satisfactorily under the existing Cost Estimating Consultant Services Agreement with MDAD. MDAD Program Controls Division Director Jorge Gonzales will monitor this Agreement.

DUE DILIGENCE

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the consultant's responsibility, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entity: Small Business Development database, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list.

BACKGROUND

A Request for Qualifications was advertised August 19, 2013, to solicit interested parties to provide professional cost estimating and scheduling services. The services sought are related to and used in association with MDAD's current and proposed construction projects, and projects in design and planning. The consultant may be required to provide services for more than one project, and/or at more than one airport. Services may include but are not limited to the following:

- Prepare project estimates at various stages of construction, establish budgets, prepare cost escalations, analyze bids, assess proposals, participate in negotiations, and support project coordination, pre-construction services and administration.
- Prepare and analyze project schedules using Primavera Project Planner version 7, or other software as required, at various levels of planning, funding, design and construction.
- Support the development of specifications, contract requirements, review contractors' schedules, delay claims and time impact analyses.
- Provide cost and cash flow projections for funding needs.
- Assist in providing data for official statements for bond offerings.
- Support modification of procedures, processes and systems to meet evolving needs and departmental goals.
- Analyze monthly schedules, track progress and timely completion of construction projects and prepare recommendations as a result of such analyses.
- Recommend language to be included in contract documents relating to schedules, payments and claims to allow for project completion.
- Support MDAD with claims arising from the design and construction of projects.

On September 20, 2013, Qualification Statements were received from TGSV Enterprises, Inc.; PACO Group, Inc.; PMA Consultants, LLC; I-Parametrics, LLC; Kraus-Manning, Inc.; U.S. Cost, Inc. d/b/a RIB U.S. Cost, and ; Bleu Network, Inc.

The Evaluation/Selection Committee held a prescreening meeting November 6, 2013, and reviewed qualification statements submitted by the respondents. The committee was informed that six (6) of the seven (7) responding firms were found in compliance with the Small Business Enterprise goal. The Small Business Development division (SBD) deemed I-Parametrics, LLC, non-responsive.

At a December 9, 2013, public hearing, the committee heard presentations from the six responsive firms. It then evaluated and ranked the proposals based on proposers' qualification statements. Upon concluding the technical ranking, the scores were reviewed and verified aloud with each committee member. The committee recommended U.S. Cost for negotiations based upon the following rankings:

RANKING		
RESPONDENT	SCORE	RANKING
U.S. Cost, Inc. d/b/a RIB U.S. Cost	473	1
PMA Consultants, LLC	441	2
Kraus-Manning, Inc.	429	3
PACO Group, Inc.	423	4
TGSV Enterprises, Inc.	393	5
Bleu Network, Inc.	371	6

An agreement was successfully negotiated with RIB U.S. Cost on February 7, 2014.

PROJECT: Professional Cost Estimating and Scheduling Services

PROJECT NO. RFQ NO. MDAD-13-02

COMPANY NAME: U.S. Cost, Inc. d/b/a RIB U.S. Cost

COMPANY PRINCIPAL(S):	Glen Wilcox, Vice President
LOCATION OF COMPANY:	11900 Biscayne Boulevard, Suite 620 Miami, Florida 33181
GENDER/ETHNICITY OWNERSIP:	Caucasian - Male (24) Female (8) African American - Male (5) Female (6) Hispanic - Male (3) Female (3) Asian/Pacific Islander - Male (10) Female (3) Native American – Female (3)
YEARS IN BUSINESS:	26
CONTRACT AMOUNT:	$10,025,000.00 (including IG Fee)
CONTRACT MEASURES:	SBE 20% ($2,000,000.00)
CONTRACT MEASURES ACHIEVED AT AWARD:	50% ($5,000,000.00)
SBE SUBCONSULTANTS:	Program Controls, Inc. 40% ($4,000,000.00) MCO Construction & Services 10% ($1,000,000.00)
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Current agreement (MDAD- 05-03) $4,511,250.00
TERM:	Three (3) years
OPTION(S) TO RENEW:	Two (2) one (1) year periods at the County's sole discretion
USING AGENCY:	Miami-Dade Aviation Department
INSPECTOR GENERAL:	Provisions included

Jack Osterholt, Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: May 6, 2014

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

SUBJECT: Agenda Item No. 8(A)(3)

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(A)(3)
5-6-14

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND U.S. COST, INC. D/B/A RIB U.S. COST, FOR PROFESSIONAL COST ESTIMATING AND SCHEDULING SERVICES FOR THE MIAMI-DADE AVIATION DEPARTMENT, PROJECT NO. RFQ NO. MDAD-13-02; IN AN AMOUNT NOT TO EXCEED $10,025,000.00; AND AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby approves the Professional Services Agreement ("Agreement") between Miami-Dade County and U.S. Cost, Inc. d/b/a RIB U.S. Cost, for Professional Cost Estimating and Scheduling Services for the Miami-Dade Aviation Department, Project No. RFQ NO. MDAD-13-02, in substantially the form attached hereto, in an amount not to exceed $10,025,000.00, for a term of three (3) years, and reserves the right to extend the Agreement for up to two (2) separate one (1) year periods; all as more particularly set forth in the accompanying memorandum from the County Mayor; this Board authorizes the County Mayor or designee to execute the same for and on behalf of the County, and to exercise the termination provisions therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2014. 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.

David M. Murray

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL COST ESTIMATING AND SCHEDULING SERVICES FOR THE MIAMI-DADE AVIATION DEPARTMENT

This AGREEMENT made as of the _____day of _____in the year 2014 between

the County: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

and the Consultant: **U.S. Cost Inc., d/b/a RIB U.S. Cost**
11900 Biscayne Blvd., Suite 620
Miami, Florida 33181

which term shall include its officials, successors, legal representatives, and assigns.

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Exhibit 2 – Job Classification Descriptions
Exhibit 3 – Consultant Job Classification and Maximum Wage Rates
Exhibit 4 – Subcontractor Payment Report
Exhibit 5 – Implementing Order 3-41 and executed Schedules of Intent
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Exhibit 7 – Executed Affidavits
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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL COST ESTIMATING AND SCHEDULING SERVICES FOR THE MIAMI-DADE AVIATION DEPARTMENT

This Non-Exclusive Professional Services Agreement (the "Agreement") is made this _____ day of _____, 2014 by and between **MIAMI-DADE COUNTY** (the "County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "Board"), and **U.S. Cost Inc., d/b/a RIB U.S. Cost** (the "**Consultant**"), authorized to do business in the State of Florida (collectively, the "Parties").

WHEREAS, the County as owner and operator of Miami International Airport ("MIA" or the "Airport") through its Miami-Dade Aviation Department ("MDAD" or the "Department"), needs professional cost estimating and scheduling consulting services

WHEREAS, the Consultant offers to provide said consulting services in a manner that shall conform to (i) the scope of services delineated in the County's Request for Qualifications RFQ No. MDAD-13-02 and all associated addenda, incorporated herein by reference, and (ii) the requirements of this Agreement; and

NOW THEREFORE, in consideration of the Agreement, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The terms **"Agreement"** or **"Contract"** shall mean this Agreement including (i) all contract terms and conditions; (ii) Consultant's Proposal/Qualification Statement, and (iii) all appendices, attachments, exhibits and amendments thereto entered into by the County and the Consultant.

b) The term **"Airport"** shall mean Miami International Airport, Kendall-Tamiami Executive Airport, Opa-locka Executive Airport, Opa-locka West Airport, Homestead General Aviation Airport and Dade-Collier Training and Transition Airport.

c) The term **"Article"** shall mean the article section contained in this Agreement.

d) The terms **"Aviation Director" or "Director"** shall mean the Director of the Miami-Dade Aviation Department or his/her designee.

e) The term **"Board"** shall mean the Board of County Commissioners of Miami-Dade County, Florida.

f) The terms **"Consultant"** or **"Contractor"** or **"Selected/Successful Proposer/Respondent"** shall mean the Proposer/Respondent that receives an award of an Agreement from the County as a result of the Solicitation.

g) The term **"County"** shall mean Miami-Dade County, a political subdivision of the State of Florida.

h) The term **"Date of Execution"** shall mean the day upon which the Agreement is executed by the Mayor of Miami-Dade County or designee and attestation by the Clerk.

i) The term **"Days"** shall mean calendar days, unless specifically stated otherwise.

j) The term **"Deliverables"** shall mean all documentation and any items of any nature submitted by the Consultant to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

k) The terms **"Department"** or **"MDAD"** shall mean the Miami-Dade Aviation Department.

l) The term **"Effective Date"** shall mean the tenth (10th) business day after the date of execution by the Mayor and attestation by the Clerk of the Board of this Agreement.

m) The term **"Project Manager"** shall mean the person that is assigned to oversee the project or his or her designee. The Project Manager's responsibilities are to coordinate and communicate with the Consultant and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. All parties may rely on the instructions or determinations made by the Project Manager; provided, however, that such instructions and determinations do not change the Scope of Services or modify the terms and conditions of this Agreement. The County shall from time to time provide written notice to the Consultant designating the Project Manager.

n) The term **"Report(s)"** shall mean all documentation concerning the Services offered by the Consultant concerning Consultant's performance in meeting the requirements of this Agreement.

o) The words **"Scope of Services"** shall mean all services, work, and actions by the Consultant performed pursuant to Article 3 of this Agreement.

p) The term **"Service Order"** shall mean a written order signed by the Director, or his designee, directing the Consultant to perform or modify the performance of such Services.

q) The terms **"shall", should"**, and **"will"** shall mean that objectives and tasks are required to be met or performed by the Consultant.

r) The term **"Sub-Article"** shall mean the subarticle section contained in this Agreement.

s) The terms **"Subconsultant"** or **"Subcontractor"** shall mean any person, firm, entity, or organization, other than the employees of the Consultant, who contracts with the Consultant to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Consultant.

t) The terms **"Work"**, **"Services"**, **"Program"**, **"Project"**, or **"Engagement"** shall mean all matters, and items, required of the Consultant in accordance with the provisions of this Agreement.

ARTICLE 2 – TERM

The term of the Agreement shall be for three (3) years, shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later. The Department, at its sole discretion, reserves the right to renew the Agreement for two (2) additional one-year periods.

Nothing in this Article shall prevent the County from exercising its rights to terminate the Agreement as provided elsewhere herein.

ARTICLE 3 – SCOPE OF SERVICES

3.01 The services to be provided by the Consultant will be related to and be used in association with current construction projects, projects in design, projects in planning, and proposed construction projects, such projects being a part of the County's airport system. At the request of the Department, at any given time, the Consultant may be required to provide services for more than one (1) project, and/or for more than one (1) airport. Services to be provided by the Consultant may include, but are not limited to, the following:

A. Prepare project estimates at various stages of construction, establish budgets, prepare cost escalations, analyze bids, assess proposals, participate in negotiations, and support project coordination, pre-construction services and administration.

B. Prepare and analyze project schedules using Primavera Project Planner version 7, or other software as required, at various levels of planning, funding, design and construction. The Respondent will support the development of specifications, contract requirements, review contractors' schedules, delay claims and time impact analyses.

C. Provide cost and cash flow projections for funding needs.

D. Assist in providing data for official statements for bond offerings.

E. Support modification of procedures, processes and systems to meet evolving needs and departmental goals.

F. Analyze monthly schedules, track progress and timely completion of construction projects and prepare recommendations as a result of such analyses.

G. Recommend language to be included in the Contract Documents relating to schedules, payments and claims to allow for project completion.

H. Upon request of the Department, analyze/evaluate claims arising from the design and construction of projects including, but not limited to, the following services:

1. Review and organize relevant project schedules, cost estimates, and claim information.
2. Prepare and present reports, diagrams, sketches, illustrations, and spreadsheets.
3. Identify crucial documents to assist in claims processing.
4. Analyze the impact of delays, inefficiencies, interferences and schedule accelerations by use of claims analysis methodologies such as windows or time impact analyses.
5. Prepare project schedules (as planned, as built and as adjusted).
6. Formulate cost estimates for disputed items.
7. Prepare detailed reviews of existing projects, costs and contractor/consultant costs regarding performance, problems and delays.
8. Prepare a chronological list of major problems and delays segregated by cause (owner, contractor or other).
9. Calculate damages and assisting in development of back charges.
10. Write technical reports, prepare evidentiary tools, design and construct demonstration models.
11. Review and coordinate claim findings with MDAD staff.
12. Recommend procedures to be undertaken to minimize the impacts of continuing actions for which claims have been asserted.
13. Participate in meetings and provide MDAD staff, as it relates to contractor claims.

ARTICLE 4 - COMPENSATION

4.01 COMPENSATION FOR SERVICES AND REIMBURSABLE EXPENSES

Except as otherwise provided for herein, the fee for all the services stated in this Agreement, including reimbursable expenses, shall not exceed **Six Million Dollars ($6,000,000.00)** for the initial three (3) year term and shall be **Two Million Dollars ($2,000,000.00)** for each of the two (2) additional one-year renewal periods. At the discretion of the Department, any unused funds from the initial term may be carried over to the renewal periods.

As compensation for the provision of Services and only if authorized by Department Service Order(s), the County shall pay the Consultant the fees specified in the Service

Order(s) issued. Said fees shall be in accordance with Exhibit 3 Consultant Job Classification and Maximum Wage Rates.

The County shall have no obligation to issue any Service Order(s). All invoices for services rendered on a time and materials basis must be accompanied by personnel time records satisfactory to the Department. The Consultant will not be compensated for travel time outside of normal business hours (8 a.m. to 5 p.m., Monday through Friday).

4.02 PAYMENT FOR SERVICES

The fee for Services authorized in accordance with this Agreement shall be computed by one of the following methods as mutually agreed to by the County and the Consultant:

4.02.1 Fixed lump sum: Under this compensation basis, the Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

4.02.2 Direct labor multiplier: Under this compensation basis, the Consultant is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a direct labor multiplier. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of a Service Order. The direct labor multiplier for all personnel designated as full time staff is **2.50** times Direct Salaries.

4.02.3 Compensation for authorized overtime services must be approved in writing by the County prior to incurring overtime charges. For Employees that are salaried and are not required to be paid time and one half for work over 40 hours: Forty (40) hours multiplied by the base pay rate ($) multiplied by the multiple (M); plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate ($) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.1)

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

*(40*30*2.65)+(10*30*1.1) = 3180+330 = $3510 or*

For Employees that are on an hourly basis and are required to be paid at a time and one half overtime rate: Hours Worked Beyond Forty (40) Hours During Week (Hrs.) multiplied by the premium pay rate ($*1.5) and then multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.5*1.1)

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

*(40*30*2.65)+ (10*30*1.5*1.1) = 3180+495 = $3675*

4.03 MAXIMUM LIMIT ON DIRECT SALARIES

Unless otherwise changed as provided for hereinafter, a maximum hourly rate payable for Direct Salaries (exclusive of the direct labor multiplier) is hereby established for the classifications, **(see Exhibit 2),** Consultant Job Classification and Maximum Wage Rates, **(see Exhibit 3).** Compensation for the **Principal-in-Charge, Scheduling Principal,** and **Claims Manager,** shall be at the flat rate without application of any multiplier, as provided in **Exhibit 3.**

Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order. The Department may, but shall not be required to, adjust the maximum rates outlined in Exhibit 3, as may be proposed by the Consultant for specific classifications on a case by case basis to address unforeseen changes in market conditions. However, in no case shall such adjustment exceed the cumulative change in the Consumer Price Index, Miami-Fort Lauderdale, All Items, through the date of such adjustment. In the event that the County does not approve such adjustment, the Consultant shall continue to diligently provide service under this agreement consistent with the expected standard of care.

4.03.1 Consultant shall not invoice the County for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Services. The direct labor multiplier factor set forth above shall cover all such costs pertinent to the Services.

4.04 PAYMENT FOR SUB-CONSULTANTS

Sub-consultants, other than those that are a part of its project team, may be employed by the Consultant to perform any or all requested Services when in the opinion of the Consultant said sub-consultant services are necessary for the accomplishment of the Services. The Consultant shall obtain County's approval of the use of and the fees for such sub-consultants prior to commencing such work. Such approval must be contained in the applicable Service Order. Verification of the work performed by such sub-consultant(s) shall be the sole responsibility of the Consultant. Any Consultant's use of sub-consultants will not affect any not to exceed amount.

4.04.1 All payments to sub-consultant(s) employed for the performance of Services shall be the sole responsibility of the Consultant. The Consultant shall, upon receipt of progress and/or final billing(s) from such sub-consultant(s) for Services satisfactorily performed, incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es) in the next following invoice submitted by the Consultant to the County. The Consultant shall not submit invoices that include charges for Services by sub-consultant(s), unless such Services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such sub-consultant(s). The Consultant shall make all payments to such sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the County. Prior to any payments to sub-consultant(s), the Consultant shall, if requested by the Project Manager, furnish to the County a copy of the agreement(s) providing for such payments.

4.04.2 All compensation rates to sub-consultants authorized by the County shall not exceed the Consultant's rates contained herein unless otherwise approved in advance by the County.

4.05 PAYMENT FOR REIMBURSABLE EXPENSES

Any Reimbursable Expenses shall be approved by the County in advance and authorized by a Service Order:

4.05.1 Sub-consultants, when recommended by the Consultant, and approved by the County in writing, and when in the opinion of the Consultant, said Sub-consultant services are necessary of the accomplishment of the Services.

4.05.2 In the event the Consultant is assigned a project within the Customs area and the Consultant is required to obtain an Airport Customs Security Bond, the Department shall reimburse the Consultant the cost of the premium for such bond, as substantiated by the invoice.

4.05.3 All printing and reproduction costs, including the cost of CDs, as may be required herein and those costs in excess of that required under this Agreement. Such costs will be reimbursed at the same rate paid by the County to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

4.05.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Services, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.

4.06 INVOICES AND METHOD OF PAYMENT

The Consultant shall submit, to the Project Manager one (1) original and two (2) copies of duly certified invoice(s) for payments due for the portion(s) of Services performed and eligible for payment under the terms of this Agreement. Invoices must be accompanied by (i) copy(ies) of applicable Service Order(s), (ii) documentation of personnel time, and (iii) original receipts for reimbursable expenses, as appropriate. The Project Manager may request other supporting documentation reasonably required to support the processing of payments. All payments shall be governed by the provisions of the Florida Prompt Payment Act.

4.07 ACCOUNTING RECORDS AND AUDIT PROVISIONS

The County reserves the right to audit the accounts and records of the Consultant supporting all payments for Services hereunder and all reimbursable expenses including, but not limited to, payroll records and federal tax returns. The County shall have unrestricted access to all of the Consultant's books and records that pertains to the Consultant's operation under this Agreement. In addition, the County shall have the unrestricted right to audit, either by County staff or an audit firm chosen by the County. Such audit may take place during reasonable business hours for the period of the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with the Agreement. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the County determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Consultant under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the County, whichever is later. The Consultant shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Consultant's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) day of notice of the audit results to the Consultant.

4.08 SUBCONTRACTORS PAYMENT REPORT

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount in the attached Exhibit 4.

ARTICLE 5 – INDEMNIFICATION AND HOLD HARMLESS

The Consultant shall defend, indemnify and save harmless the County, and its officers (elected or otherwise), employees, and agents (collectively the "Indemnitees"), from any and all claims, demands, liability, losses, expenses and causes of action, arising from personal injury (including death, property damage (including loss of use thereof), economic loss, or any other loss or damage), due in any manner to the negligence, act, or failure to act of the Consultant or its consultants, Sub-consultants, sub-consultants, materialmen or agents of any tier of their respective employees arising out of or relating to the performance of the Work covered by this Agreement except as expressly limited herein. The Consultant shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon, provided however, that Consultant's obligation to indemnify and hold harmless the Indemnitees for damages to persons or property caused in whole or in part by any act, omission, or default of any Indemnitee arising from the Consultant or its performance shall be limited to the greater of $1 Million or the Agreement amount. Further, this indemnification requirement shall not be construed to require the Consultant to indemnify any of the above-listed Indemnitees to the extent of such Indemnitee's own sole and gross negligence, or willful, wanton, or intentional misconduct of the Indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused in whole or in part by or result from the acts or omissions of the indemnitor or any of the indemnitor's consultants, Sub-consultants, sub-consultants, materialmen, or agents of any tier or their respective employees. This indemnification provision is in addition to and cumulative with any other right of indemnification or contribution which any Indemnitee may have in law, equity, or otherwise. This provision shall survive early cancellation or termination of this Agreement.

ARTICLE 6 – NONDISCRIMINATION

6.01 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall neither discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act (42 U.S.C. § 12101), discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but are not limited to, the following: employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay of other forms of compensation, and selection for training including apprenticeships.

The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Consultant shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, revised Order No. 4 of December 1, 1971, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes §§ 112.041, 112.042, and 112.043, and Miami-Dade County Ordinance No. 75-46, Articles 3 and 4.

6.02 NONDISCRIMINATION

During the performance of this Agreement, the Consultant agrees as follows:

The Consultant shall, in all solicitations or advertisements for employees placed by or behalf of the Consultant, state that all qualified applicants shall receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Consultant shall furnish all information and Reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Consultant's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with Sub-Article 13.05 hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant shall include Sub-Article 6.01 above in all Consultant subcontracts in excess of $10,000, unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions shall be binding upon each Sub-consultant.

6.03 DISABILITY NONDISCRIMINATION CERTIFICATION

By entering into this Agreement with the County and signing the Disability Nondiscrimination Certification, the Consultant attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related acts) or Miami-Dade County Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement officer, courts, or the County to be in violation of the act or the resolution, such violation shall render this Agreement terminable in accordance with the Sub-Article 13.05 hereof. This Agreement shall be void if the Consultant submits a false certification pursuant to

this resolution or the Consultant violated the act or the resolution during the term of this Agreement, even if the Consultant was not in violation at the time it submitted its affidavit.

6.04 BREACH OF NONDISCRIMINATION COVENANT

In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenant contained in Sub-Article 6.01 above, pursuant to the complaint procedures contained in the applicable federal regulations, and the Consultant fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Sub-Article 13.05 hereof.

6.05 NON-DISCRIMINATORY ACCESS TO PREMISES AND SERVICES

Contractor, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Contractor shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on the Contractor and assure said requirements are included in those sub-agreements.

ARTICLE 7 – AFFIRMATIVE ACTION

7.01 AFFIRMATIVE ACTION REQUIREMENTS

In accordance with the requirements of Section 2-8.1.5 of the Code of Miami-Dade County, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Small Business Development ("SBD") Division. Said firms must also submit, as a part of their submission to be filed with the Clerk of the Board (the "Clerk"), an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Director are representative of the population make-up of the nation are exempted from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to SBD. Firms claiming exemption must submit, as part of their proposal/bids to be filed

with the Clerk, an appropriately completed and signed Exemption Affidavit in accordance with Section 2-8.1.5 of the Code of Miami-Dade County. These submittals shall be subject to periodic review to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It shall be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the ordinance. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their submission.

7.02 CONTRACT MEASURES

This contract includes participation provisions for Miami-Dade County Small Business Enterprises (SBEs), as follows:

Measure	Program
50%	**SBE**

The participating SBE firms (or joint ventures) must maintain a valid Miami-Dade County SBE certification throughout the duration of this agreement, as well as, meet all other requirements as stipulated in **Exhibit 5**.

ARTICLE 8 – INSURANCE

The Consultant shall furnish to Miami-Dade County, c/o Risk Management Division, 4200 NW 36th Street, Miami, Florida 33122 or P.O. Box 025504, Miami, Florida 33102-5504, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Workers' Compensation Insurance for all employees of the Consultant as required by Chapter 440, Florida Statutes.

B. Automobile Liability Insurance coverage all owned, non-owned and hired vehicles used in connection with the Services, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*Under no Circumstances are vehicles permitted on the A.O.A. side without increasing automobile coverage to $5,000,000.

C. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Errors and Omission Liability Insurance in an amount not less than $250,000 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Consultant.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of the MDAD's Risk Management Office.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and is a member of the Florida Guaranty Fund.

Certificates of Insurance will indicate that no revision or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this article or under any other article in this Agreement.

The Agreement is contingent upon the receipt of the insurance documents from the Consultant, to the County, within fifteen (15) calendar days after County approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Consultant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Consultant fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County approval, the Consultant shall be in default of the contractual terms and conditions and this Agreement will be terminated, unless such time frame for submission has been extended by the County.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this article remain in force for the duration of the Agreement, including any and all options years that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the Agreement period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in this article; provided, however, that this suspended period shall not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

ARTICLE 9 – RULES, REGULATIONS AND PERMITS

9.01 RULES AND REGULATIONS

The Consultant, shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations.

9.02 VIOLATIONS OF RULES AND REGULATIONS

The Consultant represents and agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments, based in whole or substantial part upon a claim or allegation that the Consultant, its agents, employees, consultants, Subconsultants, suppliers, or invitees, have violated any law, statute, ordinance, regulation or rule described in Sub-Article 9.01 above or any plan or program developed in compliance therewith. The Consultant further represents and agrees that the substance of this Sub-Article 9.01 and Sub-Article 9.02 shall be included in every contract and other agreements, which the Consultant may enter into related to its operations and activities under this Agreement and that any such contract and other agreements shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

9.03 PERMITS AND LICENSES

The Consultant covenants, represents, and warrants that it shall, at its sole cost and expense, be strictly liable and responsible to obtain, pay for, maintain current, fully comply with, and make available to the Department upon request, all permits, licenses, and governmental authorizations and approvals, however designated and as may be required, at any time during the term of this Agreement, by any federal, state, or County governmental entity or judicial body having jurisdiction over the Consultant or its operations and activities, for any activity and for any actions of the Consultant at the Airport, including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from the Consultant's operations and activities at the Airport have been obtained and are in compliance.

9.04 COMPLIANCE WITH ADDITIONAL RULES AND REGULATIONS

The Consultant acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Consultant's work at the Airport.

ARTICLE 10 – CIVIL ACTIONS

10.01 GOVERNING LAW; VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from this Agreement shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court in and for the Southern District of Florida.

10.02 REGISTERED OFFICER/AGENT; JURISDICTION

The Consultant, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Consultant is a natural person, both the Consultant and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

10.03 VIOLATIONS OF LAWS AND REGULATIONS

The Consultant agrees to pay on behalf of the County any penalty, assessment, or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or County governments, based in whole or substantial part upon a claim or allegation that the Consultant, its agents, Subconsultants, employees or invitees, have violated any law, statute, ordinance, resolution, regulation or rule described in this Agreement or any plan or program developed in compliance therewith.

ARTICLE 11 – TRUST AGREEMENT

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Reinstated Trust Agreement dated as of December 15, 2002, and approved by the Board of County Commissioners in Resolution No. R-1261-02 on November 19, 2002, securing Miami-Dade Aviation Facilities Revenue Bonds, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. Copies of the Trust Agreement may be examined by the Consultant at the offices of the Department during normal working hours.

ARTICLE 12 – SUBCONSULTANT RELATIONS

If the Consultant, with the written approval of the Department, causes any part of this Agreement to be performed by a Subconsultant, the provisions of this Agreement will apply to such Subconsultant and its officers, agents and employees in all respects as if it and they were employees of the Consultant; and the Consultant will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subconsultant, its officers, agents, and employees, as if they were employees of the Consultant. The services performed by the Subconsultant will be subject to the provisions hereof as if performed directly by the Consultant.

The Consultant, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subconsultant, the portion of the Services, which the Subconsultant is to do, the place of business of such Subconsultant, and such other information as the County may require. The County will have the right to require the Consultant not to award any subcontract to a person, firm or corporation disapproved by the County.

Before entering into any subcontract hereunder, the Consultant will inform the Subconsultant fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subconsultant will strictly comply with the requirements of this Agreement.

In order to qualify as a Subconsultant satisfactory to the County, in addition to the other requirements herein provided, the Subconsultant must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subconsultant must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of Consultant's obligations under this Agreement. All Subconsultants are required to protect the confidentiality of the County's proprietary and confidential information. Consultant shall furnish to the County copies of all subcontracts between Consultant and Subconsultants and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subconsultant of its obligations under the subcontract, in the event the County finds Consultant in breach of its obligations, the option to pay the Subconsultant directly for the performance by such Subconsultant. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subconsultant hereunder as more fully described herein.

ARTICLE 13 – DEFAULT AND TERMINATION

13.01 EVENTS OF DEFAULT

A default shall mean a breach of this Agreement by the Consultant (an "Event of Default"). In addition to those defaults defined in Sub-Article 13.02, an Event of Default, may also include one (1) or more of the following occurrences:

(A) The Consultant has violated the terms and conditions of this Agreement;

(B) the Consultant has failed to make prompt payment to Subconsultants or suppliers for any Service or Work provided pursuant to this Agreement;

(C) the Consultant has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law, or the Consultant's affairs have been put in the hands of a receiver;

(D) the Consultant has failed to obtain the approval of the County where required by this Agreement;

(E) the Consultant has failed in a representation or warranty stated herein; or

(F) the Consultant has received three (3) notices of default, of any kind, within a twenty-four (24) month period.

(G) the Consultant fails to timely deliver any Work or Services required under this Agreement;

(H) the Consultant fails to deliver the Work or Services in a competent, professional manner and in the format requested by the County.

13.02 OTHER DEFAULTS

The County shall have the right, upon thirty (30) calendar days written notice to the Consultant to terminate this Agreement upon the occurrence of any one (1) or more of the following unless the same shall have been corrected within such period:

(A) Failure of the Consultant to comply with covenants of this Agreement.

(B) The conduct of any business or the performance of any service not specifically authorized herein.

13.03 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

If an Event of Default occurs, the Department shall notify the Consultant (the "Default Notice"), specifying the basis for such default, and advising the Consultant that such default must be cured immediately or this Agreement with the County may be terminated. The Consultant can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure

Period") or such other timeframe as delineated in the Agreement. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder, so long as, the Consultant has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Department prescribes. The Default Notice shall specify the date by when the Consultant shall discontinue the services (the "Termination Date").

13.04 TERMINATION FOR CONVENIENCE

In addition to any other termination rights provided for in this Agreement, this Agreement may be terminated for convenience and without penalty by: (i) the mutual and written consent of both parties; (ii) upon not less than thirty (30) days written notice from the County to the Consultant; or (iii) upon not less than one hundred eighty (180) days written notice from the Consultant to the Department, provided however, in the event of the termination of this Agreement pursuant to this clause (iii), the Department, in its sole discretion, may require the Consultant to complete work on any Service Orders outstanding and issued by the Department prior to the date of receipt of the written termination notice. The County's sole obligation to the Consultant shall be payment for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours performed by the Consultant up to the Termination Date, plus fees and any Reimbursable Expenses for Service Orders issued prior to the Termination Date that the Department requires the Consultant to complete. All payments pursuant to this Agreement shall be accepted by the Consultant in full accord and satisfaction of all claims against the County arising out of the termination including, without limitation, lost profits, overhead or other consequential damages.

13.05 TERMINATION FOR CAUSE

The County may terminate this Agreement, effective immediately if: (i) the Consultant fails to cure an Event of Default during the Cure Period; (ii) an individual, firm, corporation, joint venture, or other entity attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; (iii) a principal of the Consultant is convicted of a felony during the term of the Agreement; or (iv) if the Consultant is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for

up to five (5) years in accordance with the County debarment procedures. The Consultant may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

13.06 ACTIONS AT TERMINATION

The Consultant shall, upon receipt of such notice, and as directed by the Department:

(A) stop all work on the Termination Date specified in the notice;

(B) take such action as may be necessary for the protection and preservation of the Airport and other County materials and property.

(C) promptly assemble and submit as provided herein all documents for the Services performed, including reports and correspondence, and all other relevant materials affected by the termination.

ARTICLE 14 – GENERAL PROVISIONS

14.01 ASSIGNMENT

The Consultant shall not assign, transfer, or convey this Agreement to any person, firm, association, joint venture, corporation, or other entity, in whole or in part without the prior written approval of the Department with such approval being in the Department's sole discretion. However, the Consultant will be permitted to cause portions of the Services to be performed by Subconsultants, partnerships or joint ventures in an effort to meet disadvantaged business enterprise ("DBE") participation goals, or any other required participation that is determined or permitted.

14.02 SOLICITATION

Except as provided by Section 2-11.1 (s) of the Code, the Consultant warrants: 1) that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement; and 2) that it has not paid, or agreed to pay any company or other person any fee, or commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the County without liability to the Consultant for any reason whatsoever.

14.03 CONFLICT OF INTEREST

The Consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code). Notwithstanding the provisions of any federal, state or County law governing the activities of the hereunder, commencing as of the effective date of this Agreement and continuing for the term hereof, the Consultant shall not knowingly enter into any contract or other financial arrangement with any person, corporation, municipality, authority, county, state or country or any Consultant or airline at the Airport, which would constitute a conflict of interests of the County hereunder or with the services provided by the Consultant to the

County hereunder. The Miami-Dade County Ethics Commission shall make determination(s), binding upon the parties, as to whether conflicts exist or will exist and if such will be serious enough to constitute a conflict hereunder.

The Consultant represents that no officer, director, employee, agent, or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

The Consultant also represents that, to the best of its actual knowledge:

(a) There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Consultant or to the best of the Consultant's knowledge any subcontractor or supplier to the Consultant.

(b) Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under this Agreement; provided however, that the County, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

(c) The provisions of this Sub-Article are supplemental to, not in lieu of, all applicable laws with respect to conflicts of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

(d) In the event the Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Consultant shall promptly bring such information to the attention of the Project Manager. Consultant shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Consultant receives from the Project Manager in regard to remedying the situation.

14.04 COMPLIANCE WITH APPLICABLE LAW

The Consultant shall comply with all applicable provisions of law pertaining to the Services required under this Agreement.

14.05 RIGHTS TO BE EXERCISED BY DEPARTMENT

Wherever in this Agreement rights are reserved to the County, the Department may exercise such rights. The Department shall have the right to add, amend or delete any security related portions of the Agreement, in order to meet reasonable security requirements of MDAD or TSA.

14.06 NOTICES

Any notices given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by Registered or Certified Mail, Return Receipt Requested, or express mail service to:

To the County:

Director, Miami International Airport, Concourse E, Fifth Floor,
Miami, Florida 33122 or P.O. Box 025504, Miami, Florida 33102-5504

To the Consultant:

U.S. Cost Inc., d/b/a RIB U.S. Cost
11900 Biscayne Blvd., Suite 620
Miami, Florida 33181
C/O Glenn Wilcox, VP
Phone: (786) 953-7817 Email: gwilcox@uscost.com

or to such other respective addresses as the parties may designate to each other in writing. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

14.07 SEVERABILITY

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision, and to this end, the invalid provisions of this Agreement are severable.

14.08 RIGHTS RESERVED TO COUNTY

All rights not specifically granted to the Consultant by this Agreement are reserved to the County.

14.09 RIGHT TO REGULATE

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Consultant or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, MDAD, the Community Zoning Appeals Boards, the Building Department, the Planning and Zoning Department, or any department, board, or agency of the County, to agree to any specific request of Consultant that relates in any way to the regulatory or quasi-judicial power of the County. The County shall be released and held harmless by Consultant from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action or injunctive relief.

14.10 AUTHORIZED USES ONLY

Notwithstanding anything to the contrary herein, the Consultant shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose, which would invalidate any insurance policies of the County, or any policies of insurance written on behalf of the Consultant under this Agreement.

14.11 SURVIVAL

Any obligations of the Consultant and the County which by their terms would continue beyond the termination, cancellation or expiration of this Agreement or any Service Order shall survive with such termination, cancellation or expiration.

14.12 NO DAMAGES FOR DELAY

The Consultant hereby: (i) agrees to make no claim(s) for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any act(s) or omission(s) to act of the County, or any of its employees, agents, representatives, or other consultants or subconsultants; and (ii) agrees that any such claim(s) shall be fully compensated for by an extension of time to complete performance of the Services.

14.13 ADMINISTRATIVE MODIFICATIONS

It is understood and agreed that the Department, upon written notice to the Consultant, shall have the right to modify administratively and to add, delete, and revise certain Articles and Exhibits to this Agreement pursuant to Sub-Article 14.05, Sub-Article 14.31, and Sub-Article 14.32, provided however that such revisions shall not have a materially adverse effect on either the right of Consultant to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services.

14.14 SUBSTITUTION OF PERSONNEL

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's qualification statement, the Consultant must notify the Department in writing and request written approval for the substitution of personnel with equal or greater qualifications or capabilities to perform the services at least ten (10) business days prior to effecting such substitution.

14.15 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEWS

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW: Pursuant to Miami-Dade County Administrative Order No. 3-20 and in connection with any award, the Department has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the Department deems it appropriate to do so. Upon written notice from the Department, the Consultant shall make available, to the IPSIG retained by the Department, all requested records and documentation pertaining to this Agreement or any subsequent award, for inspection and copying. The Department will be responsible for the payment of these IPSIG services, and under no circumstance shall the Consultant's cost/price for this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Consultant, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the Department to conduct, audit or investigate the operations, activities and performance of the Consultant in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the Department by the Consultant or third party.

MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General ("IG") which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount. An IG Audit Account will be established within this Agreement to pay for Inspector General services, (see Sub-Article 14.16). The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-38; (m) federal, state and local government-funded grants; and (n) inter-local agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Department contracts including, but not limited to, those contracts specifically exempted above.

14.16 ACCOUNT TO PAY FOR IG SERVICES

An Audit Account is hereby established to pay for mandatory random audits by the County's Inspector General. The amount for the Inspector General Audit Account is hereby set at **Twenty-Five Thousand Dollars ($25,000.00).** The Consultant shall have no entitlement to any of these funds. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

14.17 MISCELLANEOUS AUDIT PROVISIONS

Nothing herein shall limit the right of the Consultant to contest any action by the Inspector General on any legal or equitable ground. Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Sub-Article are neither intended nor shall they be construed to impose any liability on the County by the Consultant or third parties.

The County shall be responsible for the payment of the Inspector General services and for the payment of costs of Consultant related to actions by the Office of the Inspector General for clerical staff time for obtaining and copying the documentation, and any documents, provided however, the Consultant shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Consultant's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) day of notice of the audit results to the Consultant. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or to review the operations, activities and performance of the Consultant as and to the extent as provided under this Agreement.

14.18 TRADEMARKS AND LICENSES

The County may require the Consultant as part of its advertising and marketing program, to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the performance of this Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Consultant and the Department, on behalf of the County, granting the Consultant the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property in the Consultant.

14.19 PROPRIETARY RIGHTS

Consultant warrants that the software, products nor any of its elements nor use thereof supplied under this Contract does or will not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any their party; in the event of any claim by any third party against County, County shall promptly notify Consultant and Consultant shall defend such claim, in County name, but at Consultant's expense and shall indemnify County against any loss, cost, expense (including reasonable attorney fees), or liability arising out of such claim, whether or not such claim is successful. County shall withhold payment of any sums otherwise required to be paid hereunder.

14.20 HEADINGS

The headings of the various articles and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

14.21 BINDING EFFECT

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

14.22 FEDERAL SUBORDINATION

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

14.23 GOVERNMENTAL AUTHORITY

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Lessee or its operations.

14.24 NO ESTOPPEL OR WAIVER

No acceptance, order, measurement, payment, or certificate of or by a party or its employees or agents shall estop the other party from asserting any right of the ensuing Agreement. There shall be no waiver of the right of a party to demand strict performance of any of the provisions, terms and covenants of this Agreement, nor shall there be any

waiver of any breach, default or non-performance hereof by the other party unless such waiver is explicitly made in writing by the party. No delay or failure to exercise a right under the ensuing Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

14.25 INDEPENDENT CONTRACTOR

The Consultant shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. All personnel provided by the Consultant in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Consultant under its sole discretion, and not employees or agents of the County.

14.26 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.

14.27 FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP")

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the successful Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/ or by contacting the SFWIB at (305) 594-7615, Extension 407. (see Exhibit 6).

14.28 REQUEST FOR QUALIFICATIONS INCORPORATED AND ORDER OF PREFERENCE

The Consultant acknowledges that it has submitted to the County a Proposal that was the basis for the award of this Agreement and upon which the County has relied. MDAD RFQ No. MDAD-13-02, addenda, and concomitant documents are incorporated by

reference into this Agreement. IN THE EVENT A CONFLICT EXISTS BETWEEN THE RFQ DOCUMENTS AND THIS AGREEMENT, SAID CONFLICT SHALL BE RESOLVED IN THE FOLLOWING PRIORITY: (1) THE TERMS OF THIS AGREEMENT; (2) EXHIBITS TO THE AGREEMENT; (3) ANY RFQ ADDENDA; AND (4) THE RFQ AND CONCOMITANT DOCUMENTS.

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the Service Order, 2) the Scope of Services in the Agreement, and 3) these terms and conditions other than the Scope of Services.

14.29 MODIFICATIONS

This Agreement may be modified and revised by written amendment duly executed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. **Any oral representation or modifications concerning this Agreement shall be of no force or effect.**

14.30 PRIOR AGREEMENTS

The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. **No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.**

14.31 RIGHT TO AMEND

In the event that the FAA or its successor requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, the Consultant hereby consents to any and all such modifications and changes as may be reasonably required.

14.32 RIGHT TO MODIFY

The parties hereto covenant and agree that, during the Agreement term, this Agreement may be unilaterally modified by the Department in order to conform to judicial or Federal Trade Commission ("FTC") or FAA rulings or opinions. This Sub-Article shall not preclude Consultant from contesting said rulings or opinions, but Consultant shall abide by the unilateral change while such a challenge is pending. Except, as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

14.33 INTENT OF AGREEMENT

This Agreement is for the benefit of the parties only and does not: (a) grant rights to third party beneficiaries, or to any person; or (b) authorize non-parties to the Agreement to

maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

Neither the Consultant nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third party or entity under this Agreement.

14.34 ENTIRETY OF AGREEMENT

The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized by Sub-Article 14.31 and Sub-Article 14.32 to the Agreement or by written instrument executed by the parties hereto.

14.35 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT

Except as otherwise provided for herein, the Total Authorized Amount, including the IG Audit Account, for this Agreement is **$10,025,000.00.**

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

(COUNTY SEAL)

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

U.S. Cost Inc., d/b/a RIB U.S. Cost Consultant

(Corp. Seal)

Name: Louis F. Parkins
President

By: _____
Signature

Attest: Suzanne Moltzen
Secretary

Louis F. Parkins
Print Name

Suzanne Moltzen
Print Name

EXHIBIT 1

CRITICAL PERSONNEL

RIB U.S.COST
running together
11900 Biscayne Boulevard, Suite 620, Miami FL 33181
786.953.7817 • fax 786.953.7824
www.uscost.com

EXHIBIT 1

CRITICAL PERSONNEL

Name	Title	Office Location
Glenn Wilcox	Principal in Charge (VP)	Miami, FL
Patrick Pedigo	Project Manager	Miami, FL
Fabianne Arias	Cost Manager	Miami, Fl
Ashish Kumar	Scheduling Principal	Miami, FL
Jim Thompson	Claims Manager	Dulles, VA

EXHIBIT 2

JOB CLASSIFICATION DESCRIPTION

RIB U.S.COST
running together
11900 Biscayne Boulevard, Suite 620, Miami FL 33181
786.953.7817 • fax 786.953.7824
www.uscost.com

EXHIBIT 2

JOB CLASSIFICATION DESCRIPTIONS

Principal in Charge
Responsible for overseeing the administration and management of the contract and tasks involved. Quality Controls / Quality Assurance for all aspects of work. Provides special project guidance and support as well as senior negotiation support for complex or large scale issues. Provides senior level guidance and support to MDAD decision makers during program and project planning.

Scheduling Principal
Provides oversight and management of tasks specific to scheduling, systems and process support. Quality Controls / Quality Assurance for related task work. Provides special scheduling guidance and support. The scheduling principal will determine the level of effort required for scheduling tasks and prepare task proposals accordingly. Responsibilities include overall management of baseline schedule preparation, schedule update preparation, recovery schedule preparation and analysis of submittals by the contractor including: schedules, updates, time impact proposals, and delay claims. The scheduling principal also manages special systems development support as needed.

Project Manager
Primary responsibility for the oversight and execution of all task assignments (estimates, schedules, claims analysis, etc.) in connection with the contract. Assigns and supervises the team technical staff necessary to complete the work. The PM will assist the team leaders in preparing a work plan and schedule as well as proposal preparation. It is generally the Project Manager's responsibility to develop the production manpower requirements for each assignment and approve all task proposals. The Project Manager provides senior experienced input for MDAD meetings & discussions of project planning and challenges.

Controls Manager
Primary responsibility for overall program definition, budget, and schedule. Advises MDAD on program goals, controls, organization and resource planning. The Controls Manager will review, develop, implement and manage Program Controls systems and procedures.

Cost Manager
The Cost Manager prepares and submits most task order proposals. Other responsibilities include daily coordination and direction of the estimating staff resources to produce the required work products within the planned schedule. The Cost Manager prepares a preliminary level of effort for each task proposal to be reviewed by the Project Manager. The Cost Manager also coordinates information exchange between MDAD project managers and the estimating group as well as the RIB USCOST scheduling team. The Cost Manager is generally the point of contact to advise on the status of pending deliverables. Additional responsibilities include taking the lead in preparation of cost estimate including detailed quantity take-offs and pricing of material, labor and equipment.

Senior Estimator
Takes a lead role in preparing the cost estimates. Responsibilities include detailed quantity take and pricing of labor, material and equipment. Senior estimators have over seven (7) years of experience in one or more of the major disciplines including: general construction, architectural, structural, civil, mechanical, plumbing, electrical and environmental.

Estimator
Prepares cost estimates using electronic quantity take off and industry recognized software and data bases. Duties include detailed take off as well as pricing of labor, material and equipment. Special systems or products will require pricing and installation cost research by the estimator. Project Estimators have over 5 years of relevant construction estimating experience.

Senior Scheduler
The Senior Scheduler takes the lead in preparing baseline schedules, schedule updates and recovery schedules. This includes the review of preliminary estimated man hours and meeting with project representatives to develop construction activities and sequencing. Additional responsibilities include review and comment/report on all contractor schedule submittals. The Senior Scheduler prepares periodic reports to evaluate planned vs. actual progress of the work.

Scheduler
The project scheduler is responsible for preliminary schedule development using industry standard scheduling software. Also, the Scheduler assists the Senior Scheduler in meetings, document review, and planning in order to develop project schedules and review contractor schedule submissions.

Senior Cost Engineer
Assists the Controls Manager with budget and resource planning. Takes the lead role in developing and maintaining the Work Breakdown Structure (WBS). Responsible for preparing and issuing monthly cost reports as well as managing & maintaining the PMT change control tracking system.

Cost Engineer
Supports the Senior Cost Engineer and Controls manager through collection and exchange of information to develop budgets, cost reports and other general program progress reports. Prepares draft reports and maintains tracking logs.

Contract Administrator
The Contract Administrator provides general administrative support to the estimating and scheduling team. This includes document preparation, document control, communication support, etc.

Senior IT Specialist
Provides senior level support to MDAD information systems personnel, this includes assistance in the development, management and coordination for project computer interfaces. Responsible as point of contact for identification and resolution of software and hardware issues. Provides instruction to team members in how to use their hardware and software efficiently. Coordinates project interface requirements with special emphasis on electronic file exchange and electronic document control.

IT Programming Support
Provides IT support as directed by the Senior IT Specialist. Assists with identification and resolution of software & hardware issues.

Document Control Support
Responsible for storing centralized official records. Receives, stamps, distributes, incorporates into electronic database, stores, and files records in accordance with established procedures. Provides retrieval support for access by staff and maintains archives.

Claims Manager
The Claims Manger has overall responsibility for review and analysis of contractor or consultant claims. The Claims Manager generally performs a preliminary review of all claims submittals and then assigns resources to analyze the claim based on the specific nature of the claim (delay claims, productivity impact claims, extraordinary environmental claims, etc.). Additional responsibilities include review of all analysis and negotiation support in settlement meetings.

Senior Claims Analyst
Assists the Claims Manager in evaluation of the claim and the dispute resolution process. The Senior Claims Analyst is the team leader in the evaluation of claims, including claim review, preparation of event timelines, implementation of a scheduling methodology, schedule analysis, and preparation of schedule reporting graphics. Responsibilities also include development of preliminary findings & recommendations, and reporting to senior management.

Claims Analyst
The Claims Analyst develops factual background by reviewing project documentation including contractor claim submissions, bid documents, contract documents, progress reports, project schedules (baseline & updates), meeting minutes, daily logs correspondence, RFI's, change orders, and other periodic reports. The Claims Analyst then prepares a draft summary and assists the Senior Claims Analyst in preparing summary conclusions and recommendations.

EXHIBIT 3

CONSULTANT JOB CLASSIFICATION & MAXIMUM WAGE RATES

RIB U.S.COST
running together
11900 Biscayne Boulevard, Suite 620, Miami FL 33181
786.953.7817 • fax 786.953.7824
www.uscost.com

EXHIBIT 3

CONSULTANT JOB CLASSIFICATION & MAXIMUM WAGE RATES

Title or Classification	Min. - Maximum Hourly Base Rate	DLM	Maximum Hourly Bill Rate
Principal in Charge			$175.00
Scheduling Principal			$172.00
Project Manager	$61.00-$64.00	2.5	$160.00
Controls Manager	$57.00-$60.00	2.5	$150.00
Cost Manager	$55.00-$60.00	2.5	$150.00
Senior Estimator	$51.00-$56.00	2.5	$140.00
Estimator	$39.00-$42.00	2.5	$105.00
Senior Scheduler	$55.00-$58.00	2.5	$145.00
Scheduler	$49.00-$52.00	2.5	$130.00
Senior Cost Engineer	$48.00-$54.00	2.5	$135.00
Cost Engineer	$42.00-$46.00	2.5	$115.00
Contract Administrator	$26.00-$28.00	2.5	$70.00
Senior IT Specialist	$52.00-$56.00	2.5	$140.00
IT Programming Support	$45.00-$50.00	2.5	$125.00
Document Control Support	$26.00-$28.00	2.5	$70.00
Claims Manager			$200.00
Senior Claims Analyst	$60.00-$65.00	2.5	$163.00
Claims Analyst	$48.00-$51.00	2.5	$128.00

EXHIBIT 4

SUBCONTRACTOR PAYMENT REPORT

MIAMI-DADE COUNTY
SUBCONTRACTORS PAYMENT REPORT
(Ordinance 11-90)

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies when applicable.

PRIME CONTRACTOR/VENDOR:

FEIN:

PROJECT/CONTRACT NAME:

PROJECT/CONTRACT NUMBER:

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

COMPLETED FORM SHOULD BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

Signature | Print Name and Title | Date

EXHIBIT 5

IMPLEMENTING ORDER 3-41 & EXECUTED SCHEDULES OF INTENT

MIAMI-DADE COUNTY

SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTEPRISE PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE MEASURES

Name of Bidder/Proposer U.S. Cost, Inc. d/b/a RIB U.S.COST **Contact Person** Glenn Wilcox

Address 11900 Biscayne Boulevard, Suite 620, Miami FL 33181 **Phone** 786.953-7817 **Fax** 305.753.3036 **Email** gwilcox@uscost.com

Project Name Professional Cost Estimating and Scheduling Services **Project Number** MDAD-13-02

SBE Contract Measure 20%

This section must be completed by the Bidder/Proposer and the SBE Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Commodity Code	Type of SBE work to be performed by Bidder (if applicable)	Bidder % of Bid
U.S. Cost, Inc. d/b/a RIB U.S.COST	N/A	N/A	N/A	N/A	50
				Prime Contractor Total Percentage:	

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Commodity Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid
Program Controls, Inc. (PCI)	13448	08/31/2014	961-21	Cost Estimating	40
			961-17	Construction Management Services (Scheduling)	
		Subcontractor Total Percentage:			

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE subcontractor if awarded the listed project.

Bidder/Proposer Signature	Bidder/Proposer Print Name	Bidder/Proposer Print Title	Date
	Louis Parkins	President	9/18/2013

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature	Subcontractor Print Name	Subcontractor Print Title	Date
	Ashish Kumar	President	9/11/13

☐ **Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**

SBD 504

MIAMI-DADE COUNTY

SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTEPRISE PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE MEASURES

Name of Bidder/Proposer U.S. Cost, Inc. d/b/a RIB U.S.COST **Contact Person** Glenn Wilcox

Address 11900 Biscayne Boulevard, Suite 620, Miami FL 33181 **Phone** 786.953.7817 **Fax** 305.753.3036 **Email** gwilcox@uscost.com

Project Name Professional Cost Estimating and Scheduling Services **Project Number** MDAD-13-02

SBE Contract Measure 20%

This section must be completed by the Bidder/Proposer and the SBE Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Commodity Code	Type of SBE work to be performed by Bidder (if applicable)	Bidder % of Bid
U.S. Cost, Inc. d/b/a RIB U.S.COST	N/A	N/A	N/A	N/A	50
				Prime Contractor Total Percentage:	

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Commodity Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid
MCO Construction and Services	10774	9/30/2016	961-21	Cost Estimating	10
			961-17	Construction Management Services (Scheduling)	
		Subcontractor Total Percentage:			

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE subcontractor if awarded the listed project.

Bidder/Proposer Signature	Bidder/Proposer Print Name	Bidder/Proposer Print Title	Date
	Louis Parkins	President	9/18/2013.

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature	Subcontractor Print Name	Subcontractor Print Title	Date
	Ann McNeill	President	9/16/2013

☐ **Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**

SBD 504

Implementing Order

MIAMI-DADE

Implementing Order No.: 3-41

Title: SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FOR THE PURCHASE OF GOODS AND 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 and Section 2-8.1.1.1.1 of the Code of Miami-Dade County.

SUPERSEDES:

This Implementing Order supersedes previous Administrative Order 3-41, ordered April 19, 2005 and effective April 29, 2005.

POLICY:

A. This Small Business Enterprise ("SBE") Program shall apply to all County and Public Health Trust contracts for the purchase of goods and services, including professional services other than architectural, engineering, architectural landscape and land surveying professional services governed by Florida Statutes 287.055. The SBE Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; contracts for attorney and/or legal services; nor contracts for investment banking services.

B. It is the policy of Miami-Dade County that a minimum of 10% of the total value of contracts $50,000 and under be awarded to Micro Enterprises,

C. Small Business Enterprise Measures may be applied to contracts greater than $50,000.

D. The application of contract measures to contracts for goods or services purchased by the Public Health Trust shall be governed by this Implementing Order, except that the Public Health Trust shall establish its own administrative procedures consistent with this Implementing Order to govern the application of contract measures to its purchases of goods and services except for construction and/or architectural and engineering services.

I. DEFINITIONS:

This Implementing Order incorporates completely, definitions listed in the SBE ordinance. Additional terms necessary for the understanding of this Implementing order, are listed below:

A. Billing means any request for payment by an SBE/Micro Enterprise, whether through a regular invoice, change order, claim, etc.

B. Board means the Board of County Commissioners of Miami-Dade County, Florida.

C. Compliance Monitor means the Director of the Department of Small Business Development or designee assigned to review compliance with Ordinance No. 05-29 and this Implementing Order.

D. Contract Measure means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.

E. Contracting Officer means a department director or his/her designee, who prior to award manages the bid process or post award and has primary responsibility to manage the contract and enforce contract requirements.

F. County means Miami-Dade County, Florida, a political subdivision of the State of Florida.

G. Debar means to exclude a contractor, its individual officers, its shareholders with significant interests, its qualifying agent, or its affiliated businesses from county contracting and subcontracting for a specified period, not to exceed five (5) years.

H. Micro Enterprise means a business entity certified by SBD to provide goods or services, having an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed $2 million, or a manufacturer with fifty (50) employees or less, or a wholesaler with fifteen (15) employees or less whose actual place of business is in Miami-Dade County.

I. NAICS means North American Industry Classification System.

J. NIGP means National Institute of Governmental Purchasing.

K. Review Committee or RC means the committee established by the County Mayor or designee to review proposed contracts for the

application of contract measures where SBD and the contracting department have not established consensus.

L. SBD means the Department of Small Business Development.

M. *Schedule of Intent Affidavit (SOI)* means a form contained in the bid documents of a SBE contract set-aside or a contract with subcontractor goals in which bidders list at the time of bid submission all SBEs to be used to meet the set-aside or the goal, and the scope of work each will perform, including the goods or services to be provided, and the percentage value of such work.

N. Small Business Enterprise (SBE) means a business entity certified by SBD, providing goods and services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed $5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50 employees or less without regard to gross revenues whose actual place of business is located in Miami-Dade County. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.

The County Mayor or designee shall be authorized to adjust the SBE/Micro-SBE size limits every five (5) years at his/her discretion based on the Consumer Price Index for All Urban Consumers (CPI-U) calculated by the U.S. Department of Commerce or other appropriate tool of inflation measures 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 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.

O. Utilization Report means a report completed by the successful bidder on a contract that is set-aside, or on a contract with trade set-asides or subcontractor goals listing all work performed in the past month by the SBE identified in the Schedule of Intent Affidavit and all expenditures paid to date to the identified SBE.

P. Vendor is one who sells goods and/or services.

II. MANAGEMENT & TECHNICAL ASSISTANCE (MTA) PROGRAM

A. Description

The Department of Small Business Development (SBD) will provide management and technical assistance and community outreach to certified SBEs and Micro Enterprises performing as vendors and providing goods and/or services to Miami-Dade County. These services will be referred to as the "Program."

B. Program Requirements

For Micro/SBE firms to participate in the MTA Program they must meet certain program requirements, which includes regular meetings with SBD and participation in community outreach events.

C. Management and Technical Assistance Services

The Department of Small Business Development will be responsible for providing services to small businesses that should include, but should not be limited to pre- and post-award services and access to business management services. Each firm will be assigned a Technical Assistance Coordinator in order to assess and address their particular needs.

D. Community Outreach

The Department of Small Business Development shall provide community outreach to stimulate the interest of the small business community in the program. The department shall design and implement an outreach program that will communicate the advantages of the program as well as convincing potential participants that contracting opportunities exist. The program shall provide on-going recruitment and assistance to small businesses.

E. Program Restrictions

The following restrictions shall apply to the program applicant:

1. An applicant who exceeds the Small Business Enterprise (SBE) Program size standards after one year of being formally notified is prohibited from continued participation.

2. Firm must have an actual place of business in Miami-Dade County.

3. Loss of certification shall result in prohibition from the program.

III. BONDING AND FINANCIAL ASSISTANCE PROGRAM

A. Program Description

Upon the County Commission's approval of a Bonding and Financial Assistance Program and award of the contracts necessary to implement same, SBEs/Micro Enterprises that are certified and in good standing with Miami-Dade County may be eligible to receive bonding and financial assistance. The County shall establish guidelines and procedures for the implementation of the Financial Assistance program to include eligibility requirements for application.

B. Program Requirements

1. Bond Application Assistance Process

   Upon completion of the bond application package, the same shall be reviewed for completeness and thereafter shall be submitted to the entities with whom the County contracts for the Program. Any additional information required by such entities shall be requested directly from the SBE/Micro Enterprise with a copy of such request to SBD staff.

2. Bonding and Financial Application Process

   a. The Program participant will provide all the necessary documentation to complete a Bonding and/or Financial Assistance application. SDBD, through partnering relationships with bonding agencies and lending institutions, shall assist SBEs/Micro Enterprises in obtaining bonding and financial assistance.

   b. SBD shall assist the Program participant in preparing and completing the Bonding and/or Financial Assistance application package.

   c. Upon completion of the Bonding and/or Financial Assistance application package, SBD staff will perform a review of the Program participant's application for completeness and thereafter submit same to the entities with whom SBD has partnered for

the Program. SBD staff shall be notified of the approval status of the bonding or loan application.

IV. CERTIFICATION

A. Eligibility Requirements

1. SBD is the County agency responsible for certifying, decertifying and re-certifying applicants for the SBE/Micro Enterprise Program.

2. SBE/Micro Enterprise applicants must be profit-motivated businesses. Not-for-profit or non-profit corporations are not eligible for certification.

3. Only firms that meet size limits of SBEs/Micro Enterprises as to average annual gross revenues for the last three years or in the case of manufacturers and wholesalers - the number of full-time, permanent employees, may be certified as SBEs/Micro Enterprises.

4. Size determinations for SBEs/Micro Enterprises certification eligibility shall take into account the combined gross revenues of the applicant firm and all of its domestic and foreign affiliates or in the case of manufacturers and wholesalers – the number of full-time, permanent employees 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. Section F below provides additional information regarding affiliation determinations.

5. Applicants and certified SBEs/Micro Enterprises must be properly licensed to conduct business in Miami-Dade County, must perform a commercially useful function with an actual place of business in Miami-Dade County, must be established for at least one (1) year, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified. 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:

   a. The existence of a Miami-Dade County telephone number in the name of the SBE/Micro Enterprise or the

name with which the SBE/Micro Enterprise is doing business; and

b. Offices, premises related to business, or other facilities within Miami-Dade County at which the goods or services to be provided are produced or performed.

c. Local Business Tax Receipt issued by Miami-Dade County.

6. 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 are also available on SBD's Web Page through the County's Internet Portal. The Web Page address is http://www.miamidade.gov/sba.

B. Terms of Certification

1. Certification for an SBE/Micro Enterprise firm is valid for a three (3) year period. Certification for SBE/Micro Enterprises is continuous within the three year period with the firm's submission of an Affidavit for Continuing Eligibility. SBD shall require that all SBE/Micro 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, at a minimum:

a. Most recent, signed, complete business tax return(s) or extension(s) for the firm and all affiliates.

b. Current business, professional licenses and certifications, and Local Business Tax Receipt issued by Miami-Dade County.

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 SBE/Micro 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 to the SBE/Micro firm.

   c. SBD shall allow the SBE/Micro firm fifteen (15) days from the date of the notice to provide the "Affidavit for Continuing Eligibility" and supporting documentation.

   d. If the SBE/Micro 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 of the writing of the decertification.

   e. The "Notice of Certification Removal" will be dated the day following the deadline established pursuant to "c." above.

4. An SBE/Micro Enterprise firm, its individual officers, its shareholders, its qualifying agent or its affiliated businesses that has been denied certification or continuing eligibility, or that has been decertified, is not eligible to apply for certification for twelve (12) months from the time of the denial or, decertification. 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. An SBE/Micro Enterprise must be certified by the applicable type of goods and/or services it provides in accordance with the applicable NAICS/NIGP Commodity Code in which the SBE/Micro Enterprise is licensed (if applicable.) An SBE/Micro Enterprise can be certified in more than one NAICS/NIGP Commodity Codes. SBD will determine the appropriate codes for certification under the program based on the licenses held by the firm and experience submitted to SBD.

6. A business owner, alone or as a member of a group, shall own or control only one SBE/Micro Enterprise firm. If a non-SBE/Micro Enterprise in the same or similar line of business as an SBE/Micro Enterprise has an equity ownership of such

SBE/Micro Enterprise that exceeds ten (10) percent, the SBE/Micro Enterprise shall not be certified or recertified.

7. Certified SBEs/Micro Enterprises shall provide written notice to SBD of any changes that affect their eligibility as SBEs/Micro Enterprises. SBEs/Micro Enterprises shall submit a Change Request Form and supporting documentation describing the nature of the change, and the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s). Change Request Forms will be available on-line or upon receipt of written notification from the firm. This form must be completed and returned to SBD in order for the change to be processed by SBD.

8. An SBE/Micro Enterprise must have a valid certification in effect at time of bid submittal. For successful bidders, certification must be maintained from bid award throughout the duration of the agreement. With the exception of graduation from the SBE/Micro Enterprise program, loss of SBE/Micro Enterprise certification may lead to removal of the firm from continued participation in the SBE/Micro Enterprise program. SBD staff shall not be limited to Eligibility Review Meetings (ERMs) and/or site visits when attempting to determine continuing compliance with certification requirements.

C. Certification Process

1. SBD shall collect, analyze and verify all information needed to establish the eligibility of an applicant and continued eligibility of SBEs/Micro Enterprises.

2. SBD shall not certify an applicant, shall not grant continuing eligibility an SBE/Micro Enterprise, and shall decertify an SBE/Micro Enterprise who:

   a. Fails to comply with the criteria or procedures of the SBE Ordinance, this Implementing Order and/or participation provisions;

   b. Fails to complete the application process;

   c. Fails to provide full disclosure;

   d. Falsifies information; or

e. Has been debarred by the County.

3. SBD shall certify each SBE/Micro Enterprise by the type of good and/or service it performs in accordance with the applicable NAICS/NIGP code(s).

4. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to SBEs/Micro Enterprises who are decertified, or denied continuing eligibility, or have graduated.

5. SBD may require applicants and SBEs/Micro Enterprises to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or SBE's/Micro Enterprise's ownership and gross annual sales receipts.

6. SBD shall provide written procedures and/or forms for continuing eligibility to certified SBEs/Micro Enterprises no later than thirty (30) calendar days prior to their anniversary date.

7. SBD shall maintain and publish an updated list of SBEs/Micro Enterprises, identifying each listed based on each NAICS/NIGP commodity code(s) by which the SBE is certified.

D. Decertification

1. If during the period of certification, the County receives information that an SBE/Micro Enterprise received certification improperly or that the firm no longer qualifies to be certified as an SBE or Micro Enterprise, then SBD shall conduct an investigation of the allegations.

2. SBD shall decertify the firm if the investigation indicates that:

a. The firm cannot be contacted at the last known address;

b. The firm is no longer in business;

c. The firm is no longer licensed to do the type of business for which it was certified;

d. The firm obtained its original certification and/or recertification through false representation or deceit; or

e. The firm has been debarred by Miami-Dade County.

3. When decertifying an SBE/Micro Enterprise, SBD shall either:

a. Give notice to the SBE/Micro Enterprise that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or

b. Suspend the certification of the SBE/Micro Enterprise during any appeal of the decertification decision.

E. Affiliation Determination

General: Only small firms that meet size limits of SBEs as to average annual adjusted gross revenues for the last three years or number of employees for manufacturers and/or wholesalers may be certified as SBEs. Size determinations for SBE shall take into account the combined gross revenues and/or employees 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.

1. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:

a. One firm controls or has the power to control the other, or

b. A third party or parties controls or has the power to control both, or

c. An identity of interest between or among parties exists such that affiliation may be found.

2. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including but not limited to common ownership, related business lines or related scopes of work, common facilities, common management, and contractual relationships. Examples of affiliation include:

a. Nature of control in determining affiliation

1) 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) Control can arise through stock ownership; occupancy of director, officer or key employee positions; contractual or other business relations; or combinations of these and other factors.

b. 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 a 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 sub-consulting 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

V. JOINT VENTURES BIDDING ON CONTRACTS WITH SBE MEASURES

A. Bidders who are joint ventures, one of whose venturers is an SBE, may receive credit towards meeting an SBE contract measure where the joint venture has been approved by SBD in accordance with this Implementing Order. Joint ventures must be lawfully established as business entities with actual places of business in Miami-Dade County.

B. Joint Ventures must be approved by SBD prior to bid submittal. A joint venture is permissible only where the SBE/Micro Enterprise lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE/Micro Enterprise. However, where SBD concludes that an SBE/Micro Enterprise brings only its certification as contribution to the joint venture relationship SBD will not approve the joint venture. A Joint Venture Agreement is complete when it includes all required supporting information.

C. The SBE/Micro Enterprise member of the joint venture shall be responsible for a distinct clearly defined portion of work of the contract and whose share in the capital contribution, control management, risks and profits of the joint venture are commensurate with its ownership interest.

D. Agreements establishing joint ventures shall be in writing and shall specify work and financial risk assumed by the SBE/Micro Enterprise.

E. Bid and contract documents shall require that the portion of the work to be performed by the SBE/Micro Enterprise member of the joint venture be set forth in detail separately from the work to be performed by the non-SBE/Micro Enterprise member.

F. A joint venture agreement must specify the distribution of profits for the Joint Venture and must specify what the combined SBE or Micro Enterprise participants will receive and the specified percentage of the profits earned by the Joint Venture.

G. Joint ventures must submit, prior to bid or proposal submission, a Joint Venture Agreement containing the following:

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 profits and/or losses will be distributed;

5. A description of any management or incentive fees for the member;

6. A statement of the percentage of the joint venture that is owned and controlled by the qualifying members and the basis for such percentages; and

7. A copy of any required State certificates or registrations.

H. Joint ventures with at least fifty-one (51) percent SBE membership may bid on set-aside contracts valued $500,000 and above. The SBE/Micro Enterprise participant in the joint venture shall count towards meeting any subcontract goal with that portion of the total dollar value of the contract equal to the distinct clearly defined portion of the work that the SBE/Micro Enterprise performs.

I. If the SBE member of the joint venture is unable to perform at anytime during the contract period, the non-SBE member shall subcontract with an SBE to provide the services to be provided by the prior SBE member. The non-SBE member must request approval for the change from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a Schedule of Intent Affidavit and verification from the SBE member that it is unable to perform. The Compliance Monitor shall review the request and make a recommendation regarding the SBE subcontractor to the Contracting Officer.

VI. PROGRAM MANAGEMENT

A. Contracts $50,000 and Under

1. County Departments/agencies that issue or use contracts are required within the fiscal year to expend a minimum 10% of the total value of contracts for goods and/or services $50,000 and under with Micro Enterprises. An automatic 10% bid preference will be applied to bids/quotes submitted by Micro Enterprises. The preference amount shall be deducted from the total bid or quoted price in order to calculate the price to be used for evaluation. County Departments are also required to solicit bids or quotes from at least four firms where available (two available certified Micro Enterprises and two non-certified firms).

2. SBD shall review reports of the utilization of Micro Enterprises and shall inform departments failing to meet the requirements set forth herein, and shall report awards to Micro Enterprises to the BCC bi-annually.

B. Contracts Greater than $50,000

1. Prior to advertisement, each contract, purchase, or blanket purchase of goods or services in excess of fifty thousand dollars ($50,000), and each purchase order that may accumulate an aggregate amount greater than fifty thousand dollars ($50,000) shall be reviewed for the application of contract measures.

2. Departments shall submit contracts to SBD to review for the application of measures and shall work in conjunction with SBD in making a recommendation. SBD shall seek concurrence with the issuing and user departments when making a recommendation. Departments shall advise SBD of any contract advertisement dates that are in excess of 120 days of the initial RC recommendation. Departments shall also advise SBD of any projects not advertised within 180 days of the recommendation. Those contracts not advertised within 180 days will be re-submitted to SBD for reconsideration.

3. Department shall advise SBD of any changes in bid specifications, post award changes and all contracts with measures that are cancelled.

4. The County Mayor or designee may approve emergency purchases with measures that meet the County's definition of emergency. Such measures shall be submitted to SBD for ratification.

5. Standard participation provisions shall be included in all contract documents with applied measures unless SBD approves substitute proposal documents.

VII. CONTRACT ADMINISTRATION

A. Pre-Award Compliance Review

1. Bid documents shall require bidders to submit a completed Schedule of Intent Affidavit at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal, the commodity code of the work each will perform, the dollar value of such work, and incorporating the prompt payment obligations and rights provided by the SBE Program. Upon notification from SBD, bidders are allowed up to 48-hours to cure correctable defects on the Schedule of Intent Affidavit. Correctable defects may include: percentage of work not identified for subcontractor on Schedule of Intent Affidavit signed by subcontractor, no signature of subcontractor on the Schedule of Intent Affidavit and no signature of prime contractor on the Schedule of Intent Affidavit. Non-correctable defects may include: blank Schedule of Intent Affidavit and listing of non-certified subcontractor. Failure to correct defects within 48 hours of notification by SBD may be deemed non-responsive. Failure to submit the required Schedule of Intent Affidavit shall deem the bid/proposal non-responsive.

2. The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the non-compliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Intent Affidavit will be accepted.

3. The Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or noncompliance.

VIII. APPLICATION OF CONTRACT MEASURES

A. Set-asides:

The County Commission or Public Health Trust may determine it is in its best interest to waive competitive bidding or selection requirements and set-aside a contract for SBEs where, prior to bid advertisement, there are at least three (3) available SBEs to perform the set-aside contract.

B. Subcontractor Goals:

A recommendation to apply a subcontractor goal is appropriate when there are three or more certified firms available to provide the portion of the contract.

C. Bid Preference:

1. A 10% percent bid preference shall apply to contracts $1 million or less and 5% percent on projects greater than $1 million that are not set-aside. The preference shall be utilized for bid evaluation, and shall not affect the contract price. SBEs are not accorded a bid preference on contracts under $50,000. Contract documents shall include standard language indicating the application of a bid preference.

2. On contracts on which a preference is applied, SBD shall conduct a periodic review of contracts hereunder and will prepare a report to the issuing department's director.

D. SBE Selection Factor

1. Any bidder that is an SBE or a joint venture with an SBE, shall be accorded a selection factor on RFPs, RFQs, and RFIs for contracts greater than $50,000 that are not set-aside for bidding solely by SBEs. Contract documents shall include standard language indicating the application of a selection factor.

E. 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 reach consensus, on recommended measures or goals, and when public input

requires deliberation regarding the measure/goal 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.

F. Review Committee Process

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

1. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.

2. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review projects in which consensus was not established between SBD and the contracting department and when public input requires deliberation regarding the measure/goal. The RC will make recommendations to the Mayor or designee.

3. The RC shall conduct public deliberations and make recommendations whether to apply SBE set-asides or

subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

4. 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.

5. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.

6. 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.

7. 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.

8. 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.

IX. BIDDER'S RESPONSIBILITY WHERE A SBE SUBCONTRACTOR GOAL IS APPLIED:

Bid documents to which an SBE subcontractor goal is applied shall require bidders to submit a signed Schedule of Intent Affidavit at the time of bid submission identifying all SBEs to be utilized to meet the SBE subcontractor goal. Each Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform if appropriate,

including the type goods or services the SBE will provide. Bidders/proposers shall be allowed up to 48-hours to cure correctable defects in the Schedule of Intent Affidavit. The Successful Bidder shall enter into a written subcontract agreement for approval, corresponding in all respects to the Successful Bidder's Schedule of Intent Affidavit to include the type of goods and services the SBE is to provide and the percentage and price. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Program.

X. PROMPT PAYMENT:

It is the County's intent that all firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow. The prime vendor in direct privity with the SBE must notify the SBE, the managing agency and SBD, in writing, of those amounts billed by the SBE that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE/Micro Enterprise. Failure of the prime vendor to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming.

A. Contracting Officer's Responsibilities

1. The Contracting Officer administering a contract with an SBE measure shall forward undisputed billings from SBE/Micro Enterprise prime contractors to the Finance Department for payment within 14 calendar days of receipt of such billings.

2. The Contracting Officer must notify the SBE/Micro Enterprise prime contractor and SBD, in writing, of those amounts billed by the SBE/Micro Enterprise that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE/Micro Enterprise. Failure of the Contracting Officer to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE/Micro Enterprise and payment shall be forthcoming from the County by the next billing date or 30 calendar days from receipt of billing, whichever is less.

3. An SBE/Micro Enterprise prime contractor may invoice the County 1% interest per month for any undisputed amount that is not paid promptly as provided by this subsection.

4. SBD may investigate reported instances of late payment to SBEs/Micro Enterprises.

5. Departments shall report disputed invoices to the Board on a quarterly basis.

XI. POST AWARD COMPLIANCE AND MONITORING

A. SBD shall monitor and enforce the compliance of the vendor with the requirements of this Implementing Order, and any related program requirements, during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.

B. Successful Bidders and SBE/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

C. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted private when necessitated by County staff.

D. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

E. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Schedule of Intent Affidavit submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.

F. SBD shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her

discretion, investigate deviations in the utilization of SBEs from that required by the contract 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 contract measure stated in the contract that shall be monitored include, but are not limited to:

1. Termination of an SBE's subcontract agreement

2. Reduction in the scope of work to be performed by an SBE

3. Modifications to the terms of payment or price to be paid to an SBE

4. Failure to enter into a contract with an SBE being utilized to meet a contract measure

G. If, after execution of a subcontract agreement, the Successful Bidder 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 reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the subcontract agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the subcontract agreement. The procedures of paragraphs H and I below apply to this paragraph.

H. County's Determination of Bidder's Excusal or Termination of SBE Subcontract Agreement.

If the Successful Bidder 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 Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph I below apply to this paragraph.

I. Alternative Subcontracts.

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under this Implementing Order

and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and submit a Schedule of Intent Affidavit and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Successful Bidder must submit to the Compliance Officer a Schedule of Intent Affidavit and subcontract agreement with the new SBE and provide all documentation required by the County. A Successful Bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County. The procedures of paragraphs 1 and 2 below apply to this paragraph:

1. The Compliance Monitor may require the Successful Bidder 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 bidder.

2. 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 business days from the Successful Bidder'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 Bidder's written objection within ten business days of receipt of these objections.

XII. CONTRACTUAL SANCTIONS

A. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or SBE/Micro Enterprise's violation of or failure to comply with the Small Business Enterprise Program Ordinance and this implementing order may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;

2. Work stoppage; or

3. Termination, suspension, or cancellation of the contract in whole or part.

B. In the event a bidder or SBE/Micro Enterprise attempts to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE/Micro Enterprise may also be subject to debarment.

C. The foregoing notwithstanding, the Mayor or designee shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.

D. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.

E. Some of the contractual violations that may result in the imposition of sanctions listed in this implementing order include, but are not limited, to the following:

1. An SBE/Micro Enterprise serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;

2. A prime vendor not meeting SBE contract measure;

3. Not obtaining or retaining SBE/Micro Enterprise certification while performing work designated for SBE/Micro Enterprise firms;

4. Failure to timely submit utilization reports;

5. Failure to comply with SBE/Micro Enterprise 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;

6. Failure to maintain certification;

7. Deviations from the SBE Schedule of Intent Affidavit without prior approval from SBD;

8. Termination of the SBE's Schedule of Intent Affidavit without prior approval from SBD;

9. Reduction of the scope of work of a first tier SBE subcontract without prior approval from SBD; and

10. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD.

11. Failure to comply with the Living Wage Ordinance pursuant to Section 2-8.9 of the Code of Miami-Dade County.

XIII. Administrative Penalties

Administrative penalties may range from de-certification to debarment. The County Mayor or designee may impose, notwithstanding any other provision of this section, one or more of the following penalties for violation of or noncompliance with this implementing order and bid documents:

A. The exclusion from county contracting and subcontracting for a specified period of time, not to exceed three (3) years, of a contractor, its individual officers, its shareholders with significant interests, and its affiliated businesses.

B. The loss of eligibility to be certified as an SBE or Micro Enterprise for a specified period of time, not to exceed three (3) years, for an applicant or a SBE or Micro Enterprise, its individual officers, its shareholders with significant interests, and its affiliated businesses.

C. Where a contractor, its individual officers, shareholders with significant interests, or its affiliated businesses, attempts to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, and SBE

or Micro Enterprise certification for a specified period of time, not to exceed 5 years.

D. If any individual or corporation, partnership or other entity, or any individual officer, shareholder with significant interests, director or partner of such entity or affiliated business of such entity participates in an attempt to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, subcontracting, and SBE or Micro Enterprise certification, for a specified period of time, not to exceed five (5) years.

E. 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.

F. 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 the program.

G. 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.

XIV. Appeals Process

A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this Implementing Order, Section 2-8.1.1.1.1, Code of Miami-Dade County, as amended, or implementing bid documents 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 SBE program when such bid documents provide procedures for appeals of such decisions.

B. Decisions by the County Mayor under this Implementing Order 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 certification denial, decertification or a determination of non-compliance with the requirements of this Implementing Order, section 2-8.1.1.1.1, 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, contractor (or subcontractor) 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, as appropriate, 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 submit his/her findings of facts, conclusions and recommendations together with a transcript of all the evidence taken before him/her and all the 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 Mayor or 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 2-8.1.1.1.1, 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, contacting, 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 for their services.

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

Approved by the County Attorney as
to form and legal sufficiency

Small Business Enterprise (SBE)
Certificate of Unavailability

RFP/BID No. _____

_____
(Name of Prime Contractor) (Firm Name)

_____
(Address) (Telephone No.)

I contacted the _____ to obtain a bid for work items to be
***SBE Firm**
performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

a. _____ SBE firm did not respond to the invitation.

b. _____ SBE firm was not available to work.

c. _____ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

If you did not get any responses to your solicitation of SBE firms contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

_____ _____
(Prime Contractor Signature) (Date)

_____
Title

***If multiple SBE firms are contacted, please make additional copies as deemed necessary.**

SBD 502

FINAL ☐

SMALL BUSINESS ENTERPRISE PROGRAM
QUARTERLY UTILIZATION REPORT

This report is required to be submitted by the tenth day or before of each month to Miami Dade County (MDC). If project has not started, enter anticipated start date in the space provided. Failure to comply may result in proceedings to impose sanctions, in addition to any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by MDC.

REPORTING PERIOD	
FROM:	
TO:	

PROJECT NAME:				%	SBE PROJECT MEASURES
PROJECT NUMBER:		PROJECTED START DATE:			SET-ASIDE
PROJECT LOCATION:					GOALS

PRIME CONTRACTOR

NAME:		PHONE:		CONTRACT AWARD DATE	CONTRACT AWARD AMOUNT	CHANGE ORDER AMOUNT	CONTRACT PERIOD	% COMPLETE TO DATE	COMPLETION DATE
ADDRESS:									

DATE OF REQUISTION	AMOUNT REQUISITIONED THIS PERIOD	AMOUNT REQUISITIONED TO DATE	DATE OF LAST PAYMENT BY MIAMI-DADE COUNTY	LAST PAYMENT AMOUNT BY MIAMI-DADE COUNTY	Was last MDC Payment within 14 days of Prime's Requisition?	TOTAL AMOUNT PAID BY MIAMI-DADE COUNTY	Did last MDC Payment Equipment Requisition Amount?	If No, please explain
					YES OR NO		YES OR NO	

SMALL BUSINESS ENTERPRISE (SBE) OPPORTUNITIES

Dollars reported in this column may ONLY be for work performed by SBE(s) under an executed subcontract between the prime contractor and the SBE listed on the Schedule of Intent Affidavit (SBD 100) or an approved deviation by the Department of Small Business Development (SBD).

NAME OF SBE	GOAL %	SBE MAKE-UP ☑	CONTRACT PERIOD START DATE	CONTRACT PERIOD END DATE	DESCRIPTION OF WORK	SIGNED CONTRACT AGREEMENT ☑	CONTRACT AMOUNT	AMOUNT REQUSITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMOUNT REQUISITIONED TO DATE	LAST PAYMENT	LAST PAYMENT DATE	Was last pmt. within 2 days of MDC payment to Prime? (Y/N)	* PAID TO DATE
						TOTAL								

Executed by:

Signature of Affiant

Printed Name of Affiant

Date Phone

Sworn before me:
This _____ Day of _____ 20 _____

SBD-503

Revised: April 15, 2013

Small Business Development
Small Business Enterprise (SBE) Program
Instructions for the Quarterly Utilization Report (QUR)

FINAL: Indicate if MUR is the final submission **(Final MUR should be submitted upon the completion and final payment of project)**

Reporting Period: The period for which the MUR payment information is being submitted. The MUR is due on the 10th of the month follow the end of the quarter.

Quarter	Reporting Period	MUR Due
1st	January – March	April 10th
2nd	April – June	July 10th
3rd	July – September	October 10th
4th	October – December	January 10th

Project Name: The assigned project name as it is identified in the contract documents

Project Number: The assigned project number as it is identified in the contract documents

Project Location: The address or descriptive location of project work site

Projected Start Date: Notice to Proceed date or date of work commencement

SBE Project Measures: Percentage of measure applicable to this project (enter value in appropriate measure type)

Prime Contractor: Name of Awardee, address and telephone number

Contract Award Date: Date of contract award

Contract Award Amount: The dollar amount awarded in the contract documents

Change Order Amount: The total amount of all approved change orders thru the listed reporting period.

Contract Period: Total number of days of the contract as listed in contract documents and/or approved change orders

% Complete To Date: The proportion of work that has been completed for this project stated as a percentage (add formula)

Formula: [Total Amount Requisitioned to Date / (Contract Award Amount + Changer Order Amount New Contract Amount)]

Completion Date: The anticipated date project will be completed

Amount Requisitioned this Period: The dollar amount billed to MDC for work performed during the listed reporting period

Date Requisitioned: The date requisitioned amount was submitted to MDC

Total Amount Requisitioned to Date: The total dollar amount requisitioned from project inception through the reporting period

Small Business Development
Small Business Enterprise (SBE) Program
Instructions for the Quarterly Utilization Report (QUR)

Last Payment by Miami Dade County (MDC): The last dollar amount paid to the awardee by MDC for the reporting period

Date of Last Payment by MDC: The date of the last payment by MDC for the reporting period

Was last MDC payment within 14 days of Prime's requisition: Check YES if payment by MDC was made within 14 days of prime's requisition; Check "NO" if payment by MDC was not made within 14 days of prime's **undisputed** requisition

Did last MDC Payment Equal Requisition Amount: If requisition was paid in full check "YES"; if requisition amount was not paid in full check "NO" and explain reasons for payment difference in space provided

Total Amount Paid by MDC: The total amount paid to date by MDC as of the reporting period.

Name of SBE: The legal name of all SBE subcontractor(s) listed on the Prime's Schedule of Intent (SOI) or Set-aside List of Subcontractor(s) approved by SBD.

Goal %: The goal percentage that is being fulfilled by the SBE subcontractor(s) (if different from the percentage listed on the SBD approved SOI, a new SOI must be submitted to SBD for review and approval.

SBE Make-up: Check if listed firm is meeting a SBE make up.

Contract Period: The actual or anticipated beginning and ending date for all work performed by the listed subcontractor(s).

Description of Work: List the scope of work to be performed by SBE subcontractor(s). If the scope of work is different from form scope of work listed on SBD approved SOI, a new SOI must be submitted to SBD from review and approval.

Signed Contract Agreement: Check if Prime has an executed agreement with SBE subcontractor listed.

Contract Amount: The dollar value of the executed agreement between the prime contractor and SBE subcontractor. If the agreement amount is different from the value of the SBD approved SOI, a new SOI must be submitted to SBD for review and approval.

Amount Requisitioned this Period: The amount requisitioned by the SBE subcontractor(s) during the listed reporting period.

Date of Requisition (from Sub): The date of the requisition submitted by SBE subcontractor for payment during this submittal period.

Amount Requisitioned to Date: The total dollar amount requisitioned/billed by the listed SBE firm from project inception thru the listed reporting period.

Last Payment: The last dollar amount paid to the SBE subcontractor(s) during the reporting period

Last Payment Date: The date of last payment of subcontractor(s) for the reporting period

Small Business Development
Small Business Enterprise (SBE) Program
Instructions for the Quarterly Utilization Report (QUR)

Was last payment within 2 days of MDC payment to prime: "Y" for Yes if payment to subcontractor(s) was made within 2 days of MDC payment to prime; "N" for No if payment to subcontractor(s) was not made within 2 days of MDC payment to prime

Paid to Date: The total amount paid to the listed CSBE subcontractor(s) from project inception thru the listed reporting period.

*** Dollars reported in this column may ONLY be for work performed by SBE(s) under an executed subcontract between the prime contractor and the SBE listed on the Schedule of Intent Affidavit (DBD Form 400) or an approved deviation by the Department of Small Business Development (SBD). Please see section D (2) e of the SBE participation provisions which list expenditures to these SBEs that can be counted toward meeting the goal.**

Total: The total of each column where applicable

Executed by: The signature and printed name of the CEO, President, or an officer of the company, legally authorized to represent the prime

Date: Current Date

Phone: Phone number that signing officer may be reached

Sworn before me: Notary Information

MIAMI-DADE COUNTY

SCHEDULE OF INTENT AFFIDAVIT (SOI)

SMALL BUSINESS ENTEPRISE PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE MEASURES

Name of Bidder/Proposer _____ Contact Person _____

Address _____ Phone _____ Fax _____ Email _____

Project Name _____ Project Number _____

SBE Contract Measure _____

This section must be completed by the Bidder/Proposer and the SBE Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Commodity Code	Type of SBE work to be performed by Bidder (if applicable)	Bidder % of Bid
				Prime Contractor Total Percentage:	

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Commodity Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid
		Subcontractor Total Percentage:			

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE subcontractor if awarded the listed project.

Bidder/Proposer Signature _____ Bidder/Proposer Print Name _____ Bidder/Proposer Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature _____ Subcontractor Print Name _____ Subcontractor Print Title _____ Date _____

☐ **Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**

SBD 504

EXHIBIT 6

IMPLEMENTING ORDER 3-58 – FIRST SOURCE HIRING REFERRAL PROGRAM

Implementing Order No.: IO 3-58

Title: FIRST SOURCE HIRING REFERRAL PROGRAM

Ordered: 12/4/2012 **Effective:** 12/14/2012

AUTHORITY:
Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter; and Section 2-2113 of the Code of Miami-Dade County

POLICY:
Except where federal or state laws or regulations mandate to the contrary, this Implementing Order shall require successful bidders of goods and services contracts prior to filling each vacancy arising under said County Contract, to first notify South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy so the contractors may post the vacancy with SFWIB. The contractor shall a) review the resumes and qualifications of the candidates, and b) make a good faith effort as determined by the County, to fill a minimum of fifty percent (50%) of its employment needs under the County Contract from the First Source Register.

The provisions of this Implementing Order shall apply to all such goods and services contracts including concessions and professional services entered into and issued by the County, its departments and agencies, except for: (i) construction, construction management, architectural, engineering, landscape architectural, and land surveying and mapping services; (ii) those covered under the Community Workforce Program ("CWP"); (iii) Section 3 Housing contracts; (iv) those covered under programs intended to encourage and assist in the employment of the blind and other severely handicapped persons such as described in Sections 413.032 - 413.037, Florida Statutes (2011); and (v) contracts where the funding source precludes inclusion of this requirement.

I. DEFINITIONS

A. "Contractor" means any person or entity which enters into a County Contract, as defined below.
B. "County" or "MDC" refers to Miami-Dade County.
C. "County Contract" means an agreement for the purchase of goods and/or services, except as specified above.
D. "First Source Register" means the register of unemployed persons maintained by the Referral Agency in accordance with the provisions of this Implementing Order.
E. "Implementing Order" or "IO" means the implementing order developed by the Mayor or Mayor's designee and approved by the Board of County Commissioners (the "Board") to give effect to the provisions of this Section.
F. "Issuing Department" means the County department issuing a solicitation for the purchase of goods and/or services.

G. "Referral Agency" means the South Florida Workforce Investment Board, through its career centers, or community-based partners and faith-based organizations.
H. "Referral Period" means the three (3) to five (5) day period following notification to the Referral Agency of employment availability.
I. "SBD" refers to the Small Business Development under the Business Affairs Division of the Department of Regulatory and Economic Resources.

II. PROGRAM COMPONENTS

A. FIRST SOURCE REGISTER

The SFWIB shall compile and maintain a First Source Register, which shall be a listing of unemployed persons, including graduates of programs funded by the Workforce Investment Act, to be made available to Contractors as a first source for their employment needs. SFWIB does not discriminate on the basis of race, ethnicity, sex, residence, or other protected category or class, in the compilation or maintenance of the First Source Register, or in its referral activities provided for in this Section. SFWIB shall, to the extent allowed by law, maintain a database which identifies the race, ethnicity, sex, and residence of the persons within the First Source Register sufficient to permit adequate analysis of the available work force.

B. IMPLEMENTATION

The roll-out of the First Source Hiring Referral Program ("FSHRP") will be as follows:

1. Miami-Dade Aviation Department (August 2012)
2. Water and Sewer Department, Fire-Rescue, Public Works and Waste Management, Community Action and Human Services Department, Office of Management and Budget, Vizcaya (October 2012 beginning)
3. Internal Services Department, Information Technology Department, Transit, Miami-Dade Police Department, Public Housing and Community Development, Port of Miami, Library, Elections (October 2012 end)
4. Parks, Recreation and Open Spaces, Miami-Dade Corrections and Rehabilitation, Regulatory and Economic Resources, Community Information and Outreach, Cultural Affairs, Juvenile Services, Medical Examiner, Animal Services, Finance, Property Appraiser (November 2012)

C. REFERRAL PROCEDURE

The SFWIB shall be the first source for Contractors to fill jobs created to satisfy the requirements of County Contracts. The following requirements shall be included in all County Contracts, except those covered under the CWP, and except those covered under programs intended to encourage and assist in the employment of the blind and other severely handicapped persons such as described in Sections 413.032 - 413.037, Florida Statutes (2011):

1. The Contractor, prior to hiring to fill each vacancy arising under a County Contract, shall first notify the SFWIB of the vacancy by completing a Job Opening Form on the SFWIB First Source Hiring website (https://iapps.southfloridaworkforce.com/firstsource/). The job order shall

contain a detailed description of the job responsibilities and qualifications, and be posted during the Referral Period of three (3) to five (5) days.

2. The SFWIB shall provide a list of qualified candidates, if such candidates are available, to the Contractor within twenty-four (24) hours of receiving a notice of vacancy. Thereafter, the Contractor shall (a) review the resumes and qualifications of the candidates, and (b) make a good faith effort, as determined by the County, to fill a minimum of fifty percent (50%) of its employment needs under the County Contract from the First Source Register. If no suitable candidate is identified from the list, the Contractor shall provide an explanation to SFWIB via the FSHRP web portal (https://iapps.southfloridaworkforce.com/firstsource/). Notwithstanding the foregoing, if after the Referral Period a suitable employee is not found through the SFWIB, the Contractor is free to fill its vacancies from other sources.
3. A good faith effort to employ candidates from the SFWIB shall constitute, at a minimum, evaluating the qualification of such candidates, and conducting interviews with those candidates who satisfy the minimum competency requirements. The Contractor is not required to hire any individual candidate referred. However, Contractors shall not commit to fill vacancies in any other manner until after the end of the Referral Period, unless SFWIB notifies the Contractor in writing prior to the end of the Referral Period that qualified candidates are not available in sufficient numbers to fill the vacancies. Upon such notification, the Contractor may immediately fill vacancies using other sources.
4. In determining whether a Contractor has made good faith efforts, the County may consider, among other criteria: a) the number, skills and composition of the Contractor's labor force ultimately hired; b) whether minimum requirements were established for available positions beyond reasonable requirements to complete the job; c) the number of referred candidates interviewed for the position; and d) the Contractor's use of the First Source Register to satisfy its labor needs in contracts other than County Contracts. The County's determination as to whether a Contractor has made such good faith efforts is final and binding.
5. All competitive solicitations for County Contracts, except those covered under CWP, shall set forth the requirements of this Section. A link to the FSHRP web portal shall be on the Internal Services Department – Procurement Management Services Division's website.

D. ISSUING DEPARTMENT RESPONSIBILITIES

1. Notify SFWIB of County Contract awards, at both the award recommendation stage, and when the Contractor is notified by the County of the award in writing. Notification should include at a minimum:
   a. Company Name.
   b. Company Contact.
   c. Contract Information.
   d. Award Amount.
2. Include First Source requirement in applicable bid and contract documents.

E. SFWIB RESPONSIBILITIES

1. Notify prospective and awarded Contractors of the FSHRP.
2. Recruit qualified MDC residents:
   a. Utilize existing database of job seekers.
   b. Market new job opportunities to MDC residents.
   c. Utilize Career Centers closest to the job seekers to recruit qualified residents interested in jobs to create a pool of candidates for FSHRP projects.
3. Create First Source Register:
   a. Determine and complete candidate eligibility.
   b. Assess job seekers to determine level of skills and training. Residents must meet all requirements of the Contractor prior to referral.
4. Refer qualified candidates that have requisite skills required by the Contractor.
5. Provide online web portal that allows Contractors the ability to submit required quarterly reports as described below under Section F (c) and (d).
6. Send system generated automated email "report due date" reminders to Contractors.
7. Provide MDC with real-time online access to Contractor quarterly status reports confirming whether the goals have been met and any non-compliance with the requirements of the ordinances and/or first source agreement.
8. Prepare quarterly reports for the Board which shall include: a) dollar amount of each contract; and b) an analysis of the effectiveness of the program during each quarterly reporting period.

F. CONTRACTOR RESPONSIBILITIES

a. Prior to filling each vacancy under a County Contract, the Contractor shall notify SFWIB of all job openings and list the vacancy via the SFWIB web portal (www.southfloridaworkforce.com). The listing shall contain, at a minimum, a detailed description of the job responsibilities, qualifications, and wage rate. The listing must be posted during the Referral Period. As required, the Contractor shall work with the SFWIB to develop a workforce plan that details such information as (a) the number of individuals to be hired, (b) positions needed, (c) job description(s), and (d) skills needed for the job.
b. Upon receipt of the list of qualified candidates from the SFWIB, the Contractor shall review resumes and qualifications of the candidates, and make good faith efforts as determined by MDC to fill a minimum of fifty percent (50%) of its employment needs under the County contract from the First Source Register. If none of the candidates are hired, the Contractor shall provide an explanation to SFWIB as to why not via the FSHRP web portal (https://iapps.southfloridaworkforce.com/firstsource/).
c. Contractors shall provide quarterly reports to the SFWIB on-line through the FSHRP web portal (https://iapps.southfloridaworkforce.com/firstsource/) indicating: (a) the name and number of employees hired in the previous quarter; (b) the source from which such employees were found; (c) wages paid; and (d)

total number of employee work hours. If none of the candidates referred are hired, an explanation as to why those referred were rejected must be included in the on-line report. Each quarterly report shall be submitted to SFWIB within two (2) weeks of the end of the quarter. Quarterly reports to the SFWIB are required from the Contractors, even if no vacancies are created or filled, for the duration of the contract or as determined by the SFWIB.

d. Contractors shall retain sufficient records to assist in determining compliance. Records shall include, but are not limited to:
   a. Notifications to SFWIB;
   b. referrals from SFWIB;
   c. job applications received from sources other than SFWIB; and
   d. the number of candidates hired based on referrals from SFWIB.

   Said records shall be made available to SFWIB upon request, to the extent allowed by law.

G. MONITORING AND COMPLIANCE
   1. SFWIB shall monitor quarterly reports submitted by Contractors and review Contractor records, to the extent allowed by law, to ensure compliance with the FSHRP. Referral Agency shall follow up with Contractors to ensure reporting requirements are met.
   2. SFWIB shall be entitled to perform random, unannounced site visits to applicable project sites to determine whether or not Contractor has filled its vacancies.
   3. SFWIB shall report to the County any non-compliance with the requirements of this ordinance, any related Implementing Order, or first source agreement between Referral Agency and Contractor.

III. SANCTIONS FOR VIOLATIONS

A. Each County Contract shall include provisions stating the nature of the sanctions to be imposed on a Contractor that is not in compliance with this Section. Such sanctions shall include, but not be limited to the following:
   1. Suspension of contract until Contractor performs obligations, if appropriate.
   2. Default and/or termination.
   3. Payment of $1,500 per employee, or the value of wages that would have been earned by employees injured by Contractor's non-compliance, whichever is less.

B. If any Contractor attempts to comply with the provisions of FSHRP through fraud, misrepresentation or material misstatement, the County, in its sole discretion, may immediately terminate the subject County Contract.

IV. APPEALS PROCESS

A. Any firm that is issued a determination of non-compliance with the requirements of this IO, its ordinance, or implementing bid documents may be appealed. SBD shall notify the affected party, in writing, setting forth the reasons for the determination and advising of the appeals process.

B. The affected party may appeal the determination by filing a written appeal with SBD within fifteen (15) business days of receipt of the notice. SBD shall forward the appeal to the SFWIB Director upon receipt.

C. PROCEDURES FOR ADMINISTRATIVE HEARING:

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 2-2113 of the Code of Miami-Dade County, 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. MDC shall serve upon the firm, Contractor (or subcontractor) 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, as appropriate, outlining alleged prohibited practices upon which it is based; and
   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.

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

Approved by the County Attorney as
to form and legal sufficiency _____

EXECUTED AFFIDAVITS

APPENDIX E-1
MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Professional Cost Estimating and Scheduling Services

PROJECT NUMBER MDAD-13-02

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Louis Parkins (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

U.S.COST Incorporated d/b/a RIB U.S.COST
(Name of Entity)

11900 Biscayne Boulevard, Suite 620, Miami, FL 33181
(Address of Entity)

5 / 8 - 1 / 8 / 2 / 7 / 6 / 7 / 2
Federal Employment Identification Number

hereinafter referred to as the Entity being its

President
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

"1 A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES (Cont'd)

__x__Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

CRIMINAL RECORD AFFIDAVIT PURSUANT TO SECTION 2-8.6 OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

__x__ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
11/28/07	$3,000,000	$4,000,000	33 %

Name of Dept. & Summary of Services Performed: Miami-Dade Aviation Department

Cost Estimating; Cost Estimate Validation; Scheduling;

Claims Management; Dispute Resolution; Change Order Management

Litigation Arising out of Contract: Not Applicable

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
N/A	$	$	%

Name of Dept. & Summary of Services Performed

Litigation Arising out of Contract

(3)

N/A	$	$	%

Name of Dept. & Summary of Services Performed

Litigation Arising out of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 30 years

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? No

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)

Title President

Date 9/18/2013

STATE OF: GEORGIA

COUNTY OF: FULTON

The above affidavits were acknowledged before me this 18 day of SEPT. 2013 2013

by _____,
(Authorized Representative)

of U.S. COST, INC. d/b/a RIB U.S. COST
(Name of Corporation, Partnership, etc.)

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

_____ Notary Stamp or Seal:
(Signature of Notary)

Courtney Tulner Cathouwers
(Print Name)

Notary Commission Number: W-001784522

My Commission Expires: June 27, 2017

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT
SINGLE EXECUTION VENDOR AFFIRMATION, COLLUSION AND SUDAN/IRAN AFFIDAVITS AND CONDITION OF AWARD REQUIREMENTS

The following pages are provided for the Respondent's convenience and are a prerequisite to a contract award:

- Affirmation of Vendor Affidavits
- Collusion Affidavit
- Affidavit – Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists
- Subcontractor/Supplier Listing
- Subcontracting Policies Statement
  (Also required, but no format (insert page is provided))
- Proof of Authorization to do Business
  (Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)
  (Also required, but no format (insert page is provided))

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION VENDOR AFFIRMATION AND COLLUSION AFFIDAVITS

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. MDAD-13-02 **Federal Employer Identification No. (FEIN):** 58-1827672

Contract Title: Professional Cost Estimating and Scheduling Services

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code*

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

I, being duly first sworn, hereby state that the bidder of this contract:

[X] is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's Qualification Statement is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Respondent has not in any manner sought by collusion to secure to the Respondent an advantage over any other Respondent.

OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

_____ _____

_____ _____

_____ _____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or Qualification Statements. Related parties shall mean bidders or Respondents or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or Respondent for the same agreement or in which a parent company or the principals thereof of one (1) bidder or Respondent have a direct or indirect ownership interest in another bidder or Respondent for the same agreement. Bids or Qualification Statements found to be collusive shall be rejected.

AFFIDAVIT - SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the {U.S.COST Incorporated d/b/a RIB U.S.COST} ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

Indicate below if the above named Entity, as of the date of submission:

__X__ has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

_____ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)

Louis Parkins
(Print Name of Authorized Representative)

Title President

Date 9/18/2013

Notary Public Information

Notary Public – State of Georgia County of Fulton

Subscribed and sworn to (or affirmed) before me this 18 day of, September 20 13

by Louis Parkins He or she is personally known to me ☐ or has produced I.D. ☑

Type of identification produced Drivers License

Signature of Notary Public	Serial Number	Print or Stamp of Notary Public
6/27/17		
Expiration Date		Notary Public Seal

SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Proposer U.S.COST Incorporated d/b/a RIB U.S.COST FEIN # 58-1827672

Project/Contract Number Professional Cost Estimating and Scheduling Services MDAD-13-02

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/proposer who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that Information and 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.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Alpha Corporation	Philios Angelides	Cost Estimating	1	1	2						139	42	152	14	8	7	0	0
5201 Blue Lagoon Dr, #949	Kate C. Lindsey	Scheduling																
Miami FL 33126																		

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
Program Controls, Inc.	Ashish Kumar	Scheduling	1					1			1	3	2		2			
5201 Blue Lagoon Dr, 8th Fl		Cost Estimating																
Miami FL 33126																		

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer — Louis Parkins, Print Name — President, Print Title — 9/18/2013, Date

SUB 100 Rev. 6/12

SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Proposer U.S.COST Incorporated d/b/a RIB U.S.COST FEIN # 58-1827672

Project/Contract Number Professional Cost Estimating and Scheduling Consultant MDAD-13-02

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/proposer who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and 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.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
MCO Construction Services	Ann McNeill	Cost Estimating		1		1					3	2	2	1	2			
6600 NW 27th Avenue #208		Scheduling																
Miami FL 33147																		

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer | Louis Parkins (Print Name) | President (Print Title) | 9/18/2013 (Date) | SUB 100 Rev. 6/12

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

Subcontracting Policies Statement

It is the policy of **RIB U.S.COST** to promote diversity in the use of Subcontractors on Miami-Dade County projects and to allow opportunities for subcontracting to as many qualified Subcontractors as possible for the provision of professional services in conjunction with Project No. RFQ MDAD-13-02 or with any other contract that may be awarded by the Miami-Dade County.

In addition, it is the company's policy to seek Subcontractors who are local, which is defined as having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The adopted standard of awarding contractors:

(1) Notify the broadest number of local Subcontractors of the opportunity to be awarded a subcontract;

(2) Invite local Subcontractors to submit proposals in a practical, expedient way;

(3) Provide local Subcontractors access to information necessary to prepare and formulate a proposal

(4) Allow local Subcontractors to meet with appropriate RIB U.S.COST personnel to discuss the our requirements; and

(5) Award subcontracts based on full and complete consideration of all submitted proposals and in accordance with our stated objectives.

Acknowledged,

Signature

President
Title

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

State of Florida
Department of State

I certify from the records of this office that U.S. COST INCORPORATED is a Georgia corporation authorized to transact business in the State of Florida, qualified on September 12, 1996.

The document number of this corporation is F96000004676.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 2, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of August, 2013

Ken Detzner

Secretary of State

Authentication ID: CU6775042877

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

Fictitious Name Detail

Fictitious Name

RIB U.S. COST

Filing Information

Registration Number	G13000076685
Status	ACTIVE
Filed Date	08/07/2013
Expiration Date	12/31/2018
Current Owners	1
County	MIAMI-DADE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	58-1827672

Mailing Address

11900 BISCAYNE BOULEVARD
SUITE 620
NORTH MIAMI, FL 33181

Owner Information

U.S. COST INCORPORATED
1200 ABERNATHY ROAD NE SUITE 950
ATLANTA, GA 30328
FEI/EIN Number: 58-1827672
Document Number: F96000004676

Document Images

08/07/2013 -- Fictitious Name Filing | View Image in PDF format

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/20/2013

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

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

PRODUCER
IRONWOOD INSURANCE SERVICES, LLC
3715 Northside Parkway NW
STE 1-500
Atlanta GA 30327-2868

CONTACT NAME: Darah Hallalf
PHONE (A/C, No, Ext): (404)503-9100 FAX (A/C, No): (404)503-9101
E-MAIL ADDRESS: dhallalf@ironwoodins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: OneBeacon Insurance Company	21970
INSURER B: Atlantic Specialty Ins Co	27154
INSURER C: Ironshore Specialty Insurance	25445
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
US Cost, Inc.
1200 Abernathy Road
Suite 950
Atlanta GA 30328

COVERAGES CERTIFICATE NUMBER: CL1352006174 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			711-01-3915	5/20/2013	5/20/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			711-01-3915	5/20/2013	5/20/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ NIL			711-01-3915	5/20/2013	5/20/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		406-04-0737	5/20/2013	5/20/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			001032101	5/20/2013	5/20/2014	Per Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
REF: RFQ No. MDAD-05-03

RECEIVED MAY 28 2013

CERTIFICATE HOLDER

yavila@uscost.com?

Miami-Dade Aviation Department
c/o Risk Management Division
Attn: Sharon Mowbray
P. O. Box 025504
Miami, FL 33102-5504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Francie Mooney/DARAHH

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