Memorandum

MIAMI-DADE COUNTY

Date: July 1, 2014

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

Agenda Item No. 8(F)(10)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award: Operation of Waste Water Treatment Plants

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This item was amended at the June 10, 2014 meeting of the Finance Committee to correctly reflect, under "Appendix B - Price Schedule" (typed page 42), the correct amounts for the chart in the section titled "A. Initial Term" as well as the maximum hourly rates in the section titled "C. Additional Services." These corrected figures represent the intent of the original recommendation.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of *RFP No. 867 Operation of Waste Water Treatment Plants* to Shaw Environmental, Inc. (Shaw) for the operation and maintenance of the Old South Dade Landfill, South Dade Landfill Sequential Batch Reactors (SBRs), and associated groundwater extraction and injection wellfields overseen by the Public Works and Waste Management (PWWM). SBRs are industrial processing tanks used in the treatment of wastewater and contaminated groundwater.

Shaw's responsibilities include, but are not limited to: 1) providing consultation and recommendations to the County and serving as the County's representative to regulatory agencies and Miami-Dade residents in matters related to the operation of SBRs; 2) conducting and managing all regulatory, compliance and financial transactions pertaining to the operation of SBRs with all local, state and federal regulatory requirements; 3) onsite staffing 16 hours per day, seven days per week; and 4) arranging and maintaining records for the SBRs, as well as, paying for the transportation and disposal of sludge residue and all other wastes. Shaw shall furnish all labor, materials, parts, equipment, chemicals (excluding methanol), transportation, and supervision necessary to provide the solicited services.

Scope

This impact of this item is countywide in nature.

Fiscal Impact and Funding Source

The fiscal impact for the initial five-year term is $4.95 million. This amount includes $4,050,000 to provide the required services, and funding in the amount of $900,000 for the five-year cost of methanol. The additional allocation for purchase of methanol is required for the ammonia contaminated groundwater treatment at the Old South Dade Landfill. Shaw, on behalf of the County, has access to favorable pricing and will, on annual basis, competitively solicit and award the purchase of methanol to the lowest-priced bidder, with no mark-up to the County. The current contract provides methanol to be purchased through the incumbent at a six percent markup. The County will reimburse Shaw for the cost of the methanol. The allocation for the purchase of the methanol is an estimate and was not part of the pricing submitted by the proposers.

The negotiated amount of $4,050,000 is a result of a two-round negotiation process with the highest ranked and recommended vendor, Shaw. The pricing secured through the negotiations is the lowest of all proposers. It is important to note that there was a two point difference in the total technical and price evaluation scores between Shaw and U.S. Water. Given, the favorable negotiations achievements with the highest technically ranked firm, award is recommended to Shaw. The first round of negotiations with Shaw yielded a cost savings of 16.306 percent, and the second and final round of negotiations yielded an overall cost savings of 27.9 percent from the initial proposed price. If the County chooses to exercise the one, two-year option-to-renew, the cumulative value is anticipated to be $7,398,000.

The current contract, RFP No. 285, is valued at $10,324,000 for ten years and six months. The increase in allocation under the new contract is attributed to various factors, including prior usage, anticipated needs, and reimbursement for the monthly cost of methanol. The allocation is budgeted as follows:

Department	Allocation	Funding Source	Contract Manager
Public Works and Waste Management	$4,950,000	Proprietary Funds	Amado Gonzalez
Total	**$4,950,000**		

Track Record/Monitor
Pearl P. Bethel of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications and extensions in accordance with the terms and conditions of the contract.

Vendor Recommended for Award
A Request for Proposals (RFP) was issued under full and open competition on August 16, 2013. Three proposals were received in response to the solicitation. The Evaluation/Selection Committee recommended the highest ranked proposer for award based on the criteria established in the RFP.

Awardee	Address	Principal
Shaw Environmental, Inc.	4171 Easen Lane Baton Rouge, LA	Guy Schexnaydre

Vendors Not Recommended for Award

Proposers	Reason for Not Recommending
Severn Trent Environmental Services, Inc.	Evaluation Scores/Ranking
U.S. Water Services Corporation	

Due Diligence
Due diligence was conducted in accordance with the Internal Service Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies and will be collected on all purchases.
- The Small Business Enterprise Selection Factor and Local Preference were applied in accordance with the Ordinances.
- The Living Wage Ordinance does not apply.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: July 1, 2014

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

SUBJECT: Agenda Item No. 8(F)(10)

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(F)(10)
7-1-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AGGREGATE AMOUNT OF UP TO $7,398,000.00 WITH SHAW ENVIRONMENTAL, INC., TO PROVIDE THE OPERATION AND MAINTENANCE OF THE OLD SOUTH DADE LANDFILL, AND SOUTH DADE LANDFILL SEQUENTIAL BATCH REACTORS (SBR) AND ASSOCIATED GROUNDWATER EXTRACTION AND INJECTION WELL FIELDS FOR THE PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT (PWWM), AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP867

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of agreement in the aggregate amount of $7,398,000.00 with Shaw Environmental Inc. in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein.

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

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 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. HNG/SED

Henry N. Gillman

Operation of Waste Water Treatment Plants
Contract No.RFP867

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between **Shaw Environmental, Inc.**, a corporation organized and existing under the laws of the State of **Louisiana**, having its principal office at **4171 Easen Lane, Baton Rouge, LA 70809** (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Contractor has offered to provide operation and maintenance services of waste water treatment plants, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.867 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated **September 11, 2013**, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such operation and maintenance services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No.867 and all associated addenda, and the Contractor's Proposal.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean **Shaw Environmental, Inc.** and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor, or labor and materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) appendices to these terms and conditions (Scope of Services, Appendix A, and Price Schedule, Appendix B), 3) the Miami-Dade County's RFP No.867 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date set forth on the first page and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of two (2) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Department of Public Works and Waste Management
2525 N.W. 62nd Street, 5th Floor
Miami, FL 33147
Attention: Director
Phone: (305) 514-6675
Fax: (305) 514-6882

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Shaw Environmental, Inc.
14350 Commerce Way
Miami Lakes, FL 33016
Attention: David Jaeger
Phone: (305) 818-2661
Fax: (305) 231-7403
E-mail: david.jaeger@cbi.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the initial five year term of the Contract, renewals and extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

Prior to exercising the OTR period, the County may consider a onetime adjustment to the hourly rates for Additional Services, Appendix A, Scope of Services, based upon the latest issue of the Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers, All Items, Miami-Fort Lauderdale, FL area. Price adjustments shall not exceed 3% of the then current price. It is the Contractor's responsibility to request the pricing adjustment under this provision. For the adjustment to be applied to the option period, the Contractor's request for the adjustment should be submitted ninety (90) days prior to expiration of the then current contract term. If no adjustment request is received from the Contractor, the County may exercise the optional term without the pricing adjustment.

Prices for Methanol will be bid out annually by the Contractor (refer to Appendix A, Section 11. The cost of the Methanol, based on the lowest bid received by the Contractor, will be a fixed price for the year.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically,

but not more than once per month, including billing for methanol, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Department of Public Works and Waste Management
2525 N.W. 62nd Street, 5th Floor
Miami, FL 33147
Attention: Amado Gonzalez

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statute 440.

2. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability (XCU) coverage and Products/Completed Operations Liability in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.

4. Pollution Liability Insurance in an amount not less than $1,000,000. Miami Dade County must be shown as an additional insured with respect to this coverage.

5. Professional Liability Insurance in the amount of $1,000,000 per claim.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

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 Financial Services and are members of the Florida Guaranty Fund.

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor 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

contractual 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 herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each

employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any

negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor 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 Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

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

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor 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 Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor 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 Subcontractor 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.

e) 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 the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the

subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

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

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

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

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability

to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor 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 County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights,

trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the

Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to

meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit*** (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit*** *(Section 2.8-1(d)(2) of the County Code)*
3. ***Miami-Dade Employment Drug-free Workplace Certification*** *(Section 2-8.1.2(b) of the County Code)*
4. ***Miami-Dade Disability and Nondiscrimination Affidavit*** *(Section 2-8.1.5* of the County Code*)*
5. ***Miami-Dade County Debarment Disclosure Affidavit*** *(Section 10.38 of the County Code)*
6. ***Miami-Dade County Vendor Obligation to County Affidavit*** *(Section 2-8.1 of the County Code)*
7. ***Miami-Dade County Code of Business Ethics Affidavit***

(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an Individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest
Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any 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 which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent 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 Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent 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 County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital

status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor 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 Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County 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 award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor 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 Contractor 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 Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor 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.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict 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.

e) In the event Contractor 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, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2%

UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, 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 Contractor is free to fill its vacancies from other sources. Contractor 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/.

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access

to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 42. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By:	By:
Name: Guy Schexnayder	Name: Carlos A. Gimenez
Title: V.P. EPFC	Title: Mayor
Date: 1/6/14	Date:
Attest: Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	Assistant County Attorney

OFFICIAL SEAL
EDWARD J. EVERITT
NOTARY ID # 135364
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life

APPENDIX A
SCOPE OF SERVICES

1. Background

PWWM owns two Sequencing Batch Reactor (SBR) facilities used to treat wastewater in the County. The SBR facilities are at the South Dade Landfill (SDL), located at 23707 S.W. 97 Avenue which has been operational since March 2001, and the Old South Dade Landfill (OSDL), located south of the intersection of S.W. 97 Avenue and S.W. 248 Street, which has been in operation since February 2001. The SBR at the SDL is designed to pre-treat leachate to meet the General Pretreatment Standards for sewer discharges contained in Chapter 24-42.4 of the Miami-Dade County Code. The SBR at the OSDL is designed to treat ammonia contaminated groundwater as required by the Florida Department of Environmental Protection (FDEP) Permit EI-13-0138315-001. Additionally, there are groundwater extraction and injection well fields associated with the SBRs at both Landfills that are part of this solicitation and shall hereby be referred to as the SBR System(s).

2. Minimum Qualification Requirement

Contractor shall ensure that staff who supervises plant operations maintain a "Class A" wastewater treatment plant license issued by the Florida Department of Environmental Protection. A subcontractor cannot fulfill this requirement. The "Class A" license shall be kept current during the term of the contract, including any renewals and extensions thereof.

3. Preferred Qualification

The County has relied on the Contractor's Proposal to determine that Contractor has met the preferred Qualifications. The Contractor shall maintain such qualifications to the satisfaction of the County as follows: Contractor shall have a minimum of five years' experience, a) operating and maintaining a waste water treatment plant, or b) operating and maintaining a remediation system involving biological treatment, ground water extraction and injection well fields.

4. Description of Facilities and Design Capabilities

1. **SDL SBR:** The SBR was designed by Fluidyne IT Corporation. The plant's capacity is 0.32 million gallons per day. The SDL SBR leachate treatment system includes the associated piping, and pumps monitoring gauges, berms and liners and a series of fifteen low volume groundwater extraction wells, and other associated structures and appurtenances which are also covered by the requirements of this Solicitation. Influent (untreated groundwater) for this SBR is raw leachate emanating from the SDL. Once the leachate is pretreated, the effluent (treated groundwater) is discharged to a sanitary sewer. Effluent shall at all times meet the design specifications, and the Miami-Dade County Sewer Discharge Standards contained in Chapter 24-42.4 2of the Miami-Dade County Code.

2. **OSDL SBR:** The SBR was designed by U S Filter, Metcalf & Eddy. The plant's capacity is 1.2 million gallons per day. The OSDL SBR groundwater treatment system includes a series of groundwater extraction and injection wells and other associated piping, pumps and pump stations, generators, groundwater monitoring gauges, influent and effluent sampling ports, flow meters, storm water control structures, grates, drains and screens, berms, liners and other associated structures and appurtenances which are also covered by the requirements of this Agreement.

   Influent to this SBR consists of ammonia contaminated groundwater from a series of extraction wells. A carbon source (Methanol) is added to the influent to facilitate treatment. The contaminated groundwater is processed through the SBR and the effluent is then disposed in a series of injection wells on-site. Clean storm water is also disposed of in these injection wells. Effluent shall at all times meet the design specifications, and shall comply with all regulatory agency requirements, including requirements contained in FDEP Permit No. EI-13-0138315-001, Chapter 62.520, Florida Administrative Code and Chapter 24-42.4 of the Miami-Dade County Code. Storm water control structures and containment

berms are to be inspected and maintenance is to be performed as required, to ensure proper flow. The Contractor shall report all problems to the County's Project Manager. The SBR System may be modified in the future to accept groundwater from the groundwater extraction well field located at the SDL. This change is not anticipated to significantly upset, change, or add costs to the operation of the OSDL SBR System.

5. Services To Be Provided

The Contractor shall provide the following Services, and shall consider all such work part of the standard services and operating expenses:

1. Provide consultation and recommendations to the County and serve as the County's representative to regulatory agencies and Miami-Dade residents in matters related to the operation of the SBR Systems, including written reports and presentations that may be requested by PWWM.

2. Conduct and oversee all regulatory, compliance, and financial transactions pertaining to the operation of the SBR Systems with all local, state, and federal regulatory requirements including those stipulated in this Contract.

3. Maintain staff on-site 16 hours per day seven days per week.

4. Hold and maintain, for all personnel staffing the SBR facilities, 40 Hour OSHA HAZWOPER certification and the staff shall be trained in lock-out and tag-out and confined space entry procedures contained in 29CFR 1910.

5. Arrange and maintain records for the SBR Systems, and pay for the transportation and disposal of sludge residue, and all other wastes from the operation of both SBR Systems.

6. Provide technical and analytical services as requested and in conjunction with routine day-to-day operations and samplings specified in Section 9, including the monitoring and preparation of all reports. Routine samples for process control can be self-performed by the Contractor. Routine analysis of process control samples of all effluent and influent are to be performed at least twice daily and at a minimum include: ammonia, nitrate, pH, and temperature. When sampling for regulatory compliance a laboratory certified by the National Environmental Laboratory Accreditation Conference (NELAC) shall be used. Said water quality sampling shall be supervised and paid for by the Contractor utilizing the services of the County's contracted laboratories.

7. Provide security and maintenance for the SBR facilities' building, immediate grounds and landscaping. The SBR facilities shall remain locked and secured when unattended. Fences, gates, and locks shall be maintained in good working order. Landscaping shall be neatly maintained and the grounds shall be clean, neat and litter free at all times. Buildings, wells, tanks, and all other associated structures are to be maintained, cleaned, and all interior and exterior paintable surfaces are to be re-painted as needed, or at least once during the term of this agreement. Provide janitorial services for all areas of the building located at the OSDL SBR facility as well as pest control services at both SBR facilities. Additionally, the Contractor shall provide maintenance of the Heating, Ventilation and Air Conditioning (HVAC) system at the OSDL SBR building.

8. Perform maintenance in accordance with the December 5, 2013 Revised SBR Preventative Maintenance Schedule, Table 1, (Attachment 1) to assure proper operation of each facility and compliance with all local, State and Federal guidelines and regulations. The Contractor may revise the schedule, if needed, but any revision shall be approved by the County's Project Manager. All repairs under $10,000 (individually not in aggregate) are the responsibility of the Contractor.

6. Contractor's Responsibilities

The Contractor shall:

1. Furnish all labor, materials, parts, equipment, chemicals, transportation, and supervision necessary to provide the services required under this Agreement. Services may include, but are not limited to, daily operations, maintenance of both of the SBR facilities and any associated groundwater extraction and injection well fields, regulatory testing and reporting, equipment upgrades, repairs, and rehabilitation of the SBR Systems, and any operational needs as requested by the County.

2. Assume responsibility for all expenses incurred in the operation and maintenance of the SBR System, including chemicals (except for Methanol, Item 9 below and Section 11), parts, and all supplies. The Contractor shall also provide all necessary staffing and equipment required to provide these services, including vehicles, personnel, preventive and corrective maintenance including those listed in the December 5, 2013 Revised Attachment 1, contracted services, procurement of materials and supplies including the replacement of parts attributable to normal wear and tear, the disposal of sludge, residue, and all other wastes generated by the SBR Systems. All such costs shall be considered part of the standard services and operating expenses.

3. After an initial site visit, provide a proposal with any equipment upgrades, replacements and repairs, except for those already noted below, required for a smooth transition, to effectively assume the operation of the SBR Systems. The County at its sole discretion may provide a one-time reimbursement to the Contractor for expenditures for equipment (with prior written approval by the County) involving Contractor's suggested corrective repairs prior to the Contractor assuming the responsibilities required herein.

4. Provide the County's Project Manager with an initial inventory of spare parts, materials and chemicals (except for Methanol, Item 9 below and Section 11) for review and approval. The County, on a one time only basis, will reimburse the Contractor for such additional costs including spare parts, material, and chemicals (except for Methanol, Item 9 below and Section 11) not-to-exceed $25,000 to complete the approved inventory. The Contractor shall be responsible for maintaining all inventories and supplies for the SBR Systems as described herein and shall maintain a spare parts inventory in the original quantity and condition. All costs for restocking of the inventory shall then be considered part of the Contractors standard services and operating expenses.

5. Provide at all times, when presented with valid identification, supervised access to the SBR facilities for approved County personnel, County authorized agent's consultants, guests, and employees.

6. Provide supervised access to the SBR facilities for regulatory agency officials conducting inspections or any duties required by law or permit condition.

7. Provide all SBR System's operating manuals, specification booklets, reports, records, data, software and information including, but not limited to, operation reports, treatment system performance reports, reports required by this Agreement, and regulatory agency inspection reports. Laboratory data, budgetary and financial information shall be maintained in good order by the Contractor, and shall remain the property of the County. All site-specific operating procedure guidelines, preventive maintenance and safety programs, and plant evaluation reports and data shall remain the property of the County.

8. Assign staff to be on call 24 hours per day, seven days a week in case of an emergency. In the event of such an emergency affecting the safety of persons or property, respond in accordance with its best professional judgment, to prevent threatened damage, injury or loss. Such actions, including any financial expenditure shall be immediately communicated to the County's Project Manager with a written follow-up report issued within 24 hours. Compensation for any action taken in response to the emergency will be covered as additional work.

9. Bid out purchase of Methanol annually (refer to Section 11).

7. Regulatory Noncompliance

The Contractor shall pay for all penalties or fines imposed on the County as a result or consequence of the Contractor's failure to meet any and all reporting and record keeping requirements and violations of permit discharge limits unless the violations are attributable to the following:

1. Influent flows and pollutants which are not within the design capabilities of the SBR Systems, including but not limited to soluble oil, heavy metals, other toxic substances, excessive suspended solids, and excessive organic loading unless conditions were caused through the actions of the Contractor, its employees, subcontractors, suppliers, or material man.

2. The malfunction or failure(s) of equipment giving rise to a violation, which is not the causation of the Contractor.

8. County's Responsibility

The County will:

1. Evaluate recommendations, and approve, or disapprove, or approve with amendment the initial inventory and recommendations stipulated above in Section 6 (3) and (4). The approval, disapproval or approval with amendment decision of the County's Project Manager shall be considered final.

2. Reimburse the Contractor for expenditures for equipment (with prior written approval by the County) over $10,000 (individually not in aggregate) involving corrective repairs and replacements, except in the case of misuse, negligent acts, errors, or intentional or unintentional omissions by the Contractor. The Contractor shall provide justification, as required by the County's Project Manager, and review of the related factors for such expenditures. Any repairs or replacements required as the result of an OSHA inspection or other regulatory agency inspection or consultation shall be implemented immediately provided the Contractor has received prior written authorization from the County. All such work shall be considered additional work not part of the routine operation and maintenance work.

3. Pay for all utilities at both SBR facilities.

4. At its discretion, provide the Contractor, its agents and employees access to the SBR facilities and any structure and appurtenances associated with the SBR Systems.

5. Provide the Contractor use of all existing equipment at the SBR facilities necessary for the operation and maintenance of the SBR.

6. Maintain and repair all water services, distribution mains, pump stations, and other appurtenances not constituting but connecting to the SBR facilities.

7. Provide prompt written notice to the Contractor whenever it observes or becomes aware of any development that affects the scope or timing of Contractor's services or any failure of Contractor to perform in accordance with the terms and conditions of this Agreement.

9. Sampling, Reporting and Other Requirements

The Contractor shall:

1. Prepare all reports required by the County, local, state and federal agencies. All reports are to be provided to the County as hard copies and in electronic format.

2. Maintain all records deemed useful by the County to monitor and control the operation of the SBR System.

Unless otherwise indicated above, the Contractor shall consider all such Work part of the standard services and operating expenses.

A. **Reporting Schedule:**

Task	Report Types	Report Description	Due Dates
A.	Annual Operating Maintenance and Repair Report	The Contractor shall provide an Annual Operating Report for each SBR System. Report information shall include, but not be limited to, facility maintenance issues and the quantity and quality of the effluent. This report shall include at a minimum: number of gallons treated per day, per year, and effluent quality; any interruption in the operation of a facility and the reason for the interruption; a narrative discussing plant operation and maintenance, detailed maintenance records or tables including all dispersals from a facility's inventory and date and reason for dispersal, and replacement date of the items in a facility's inventory.	January 31 of each year.
B.	Quarterly Inspection Reports for OSDL	This report shall include information of the OSDL storm water management system including all swales, berms, basins, and wells that shall be inspected on a weekly basis, and after any rain that totals more than 0.5 inches. This report shall also include information on all drains, gratings and the pump station associated with the disposal wells. The disposal wells shall be inspected on a weekly basis and after any rain that totals more than 0.5 inches, and such structures shall be kept clean and in working order. This report shall include structural inspection reports of the pump station associated with the disposal wells, the disposal wells, and checking the calibration of control elevations at the pump station. The written Inspection Report addressing the status of all such structures and steps taken to care for and maintain them including copies of the weekly Storm Inspection Reports shall be submitted to the County's Project Manager.	Within thirty days after the end of each calendar quarter.
C.	Quarterly Extraction Well Performance Report	Two measures of Extraction Well performance are required. Sediment levels in the system shall be measured by weekly Rossum Sand Sampler in the discharge pipe. Additionally, all intake and discharge pipes and fittings shall be inspected daily.	Within thirty days after the end of each calendar quarter.
D.	Quarterly Hydraulic Containment Report	Two measures of hydraulic containment are required. Extraction Well flow rates are to be continually monitored by an in-line flow meter on each well. Additionally, gauge Extraction Monitoring wells (EM), Shallow Piezometer and Deep Piezometer wells (SP and DP), and the L-31E. All Extraction Well Elevations shall be measured to: a) delineate the extent of hydraulic containment, b) to calculate the gradients, c) to show water table contours and d) to identify the capture zone.	Within thirty days after the end of each calendar quarter.

E.	Monthly Treatment System Performance and Water Quality Report for OSDL	Measures of the treatment system performance and water quality are required and include but are not limited to: Flow rate percentages and total flow rates of treatment, ammonia removal rates and totals, treatment efficiency, site ammonia levels, local rainfall, and inspection reports. Three way split samples (i.e., bench test, County's contract lab, and outside contract lab) will be taken at a minimum of once per quarter and results included in the monthly report for that quarter.	By the 10th of the following month.
F.	Monthly Monitoring of Groundwater Recovery at the SDL Low Volume Wells	Each well has a flow meter to be read daily (seven days a week). Additionally, the totalizing flow meter is to be read daily (seven days a week). Total flow and per well flow is to be quantified and reported.	By the 10th of the following month.
G.	Monthly Groundwater Level Monitoring and Reporting at the SDL.	In selected wells, groundwater levels are to be taken weekly except during January and July. System wide January and July water levels will be provided by PWWM. Weekly hydrographs are to be created and groundwater levels reported.	By the 10th of the following month.

B. **Sampling and Reporting Requirements:**

1. For Task E above for the OSDL, the influent and effluent water, each individual extraction well, each individual injection, and each monitoring well cluster at the OSDL shall be sampled utilizing the services of the County's NELAC certified contract laboratory. The County at its sole discretion may request a three way split sample during any quarter. Sampling ports are provided in the respective manifolds, and samples shall be taken there. Effluent and influent samples shall be taken from their respective manifolds. All samples for laboratory analysis shall be tested in the field for pH (units), conductivity (umhos), and temperature (C). Laboratory analyses shall be for the following parameters:

   a. Ammonia (mg/l)
   b. Nitrate (mg/l)
   c. Total Dissolved Solids (mg/l)
   d. Chloride (mg/l)
   e. Iron (mg/l)
   f. Sodium (mg/l)
   g. Thallium (mg/l)

   All required reports shall clearly identify the facility name, ID Number, location of samples, date of sampling, date of recording, the operators' name, telephone number and type of data shown. The lead plant operator must sign and date each report. All reports must include a copy of the raw data from the reporting laboratory. The laboratory data must be in the FDEP format. Sample results elevated above background levels shall be noted and long and short-term trend analyses shall be included in each report. Short-term analyses shall be considered the previous 12 months. Long-term analyses shall be considered as all available data. Tables and graphics depicting performance of the injection wells, based on the data from the in-line pressure gauges, shall also be provided.

2. The Monthly Treatment System Performance and Water Quality Report (Task E. above) shall be clearly identified with the facility name, ID Number, location of sample, date of sampling, date of recording, the operators' name, telephone number and type of data shown. The lead plant operator must sign and date each report. All reports must include a copy of the raw data from the reporting laboratory. The laboratory

data must be in the FDEP format. Sample results elevated above background levels shall be noted and long and short-term trend analyses shall be included in each report. Short-term analyses shall be considered the previous 12 months. Long-term analyses shall be considered as all available data. Tables and graphics depicting performance of the injection wells, based on the data from the in-line pressure gauges, shall also be provided.

10 Late Reporting Fees

The Contractor shall submit all reports identified in Section 9 in a timely manner. A late reporting fee shall be imposed for each late report, including revisions that are not submitted to the County on the due dates identified above. The County's Project Manager will provide a written notification to the Contractor of any late submittals and the Contractor shall have 24 hours to cure. The County will assess $500 per day from subsequent payments due for service rendered by the Contractor as a late reporting fee. All determinations regarding late reporting fees by the County's Project Manager are final.

11 Methanol

The OSDL SBR System uses Methanol as a carbon source for denitrification in the process to treat contaminated groundwater. At the current rates of treatment, an estimated 100 gallons per day of Methanol is used. The Contractor shall, on a yearly basis, bid out the purchase of Methanol. The cost of the Methanol, based on the lowest bid received by the Contractor, will be a fixed price for the year. On a monthly basis, the County will reimburse the Contractor for the cost of the Methanol used in the process at the straight cost, with no adder applied to the price. The Contractor shall provide the County all records of bidding out the Methanol. Upon award of the contract the Contractor will bid out the purchase of Methanol for the initial year.

12 Additional Services

At the County's sole discretion, the Contractor may be required to perform related additional services on an as needed basis, which may be required to address compliance, design or construction issues as may be needed or required by regulatory agencies and for continuous operation of the SBR Systems. Examples of such additional services would include: engineering for capital replacement needs; assistance with permitting; any design or service change required by new or revised laws, rules, regulations or code requirements; new or amended orders of any public authority or court. At the County's request, the Contractor shall provide a formal written scope of work and price to be submitted for review and approval (hourly rates cannot exceed those provided on Appendix B) by the County's Project Manager. The County's written authorization shall precede commencement of any work.

13 Compensation

The County will reimburse the Contractor monthly, an amount equal to one twelfth of the total annual cost for providing the scope of work, and for operating expenses, commencing 30 days from the effective date of the contract. The Contractor shall invoice the County at the end of the month for which the compensation is due. Compensation will be based on the following components: a) One twelfth of the yearly maintenance and operating costs; 2) costs for additional engineering and other services requested in writing by the County's Project Manager; 3) costs for any additional repair or maintenance costs approved in writing by the County's Project Manager; 4) costs for emergency service/work; and 5) monthly cost of Methanol, based on the lowest bid received annually. Prior written approval, except in the case of an emergency, for any cost not considered a standard service or operating expense, must be approved by the County's Project Manager.

ATTACHMENT 1

SBR Preventative Maintenance Schedule, Table 1

Site: South Dade Landfill
Process Designer: Fluidyne*
Site: Old South Dade Landfill
Process Designer: US Filter*

Task#*	Task	Hours	Daily	Weekly	Monthly	Interval Three Months	Six Months	Yearly	As Necessary	Notes
General Tasks*										
1	Review Operation Manuals, Site Safety Plan and Equipment Procedures Prior To Start up or Preventative Maintenance of Any Equipment		x						x	
2	Check tanks for floating debris and remove		x							
3	Check Floats; Clear Tangles and Fouling			x						
4	Check Control Panel Lights		x							
5	Check Blower Oil Level		x							
6	Check Seal Water Collection Tank & Empty		x							
7	Check Secondary Containment Sump. & Empty		x							
8	Flush Seal Water Collection System			x						
9	Clean/Replace Control Panel Filters				x					
10	Exercise All Valves					x				
11	Clean D.O. Probe			x						
12	Check Equalization High Level Float				x					
13	Check, Adjust, Repair, Replace Pressure Transducers					x				
14	Lubricate Telescoping Valve Body & Stem							x		
15	Lubricate Knife Gates				x					
16	Lubricate Knife Gates Stem Protector					x				

ATTACHMENT 1

SBR Preventative Maintenance Schedule, Table 1

Task#*	Task	Hours	Daily	Weekly	Monthly	Three Months	Six Months	Yearly	As Necessary	Notes
17	Check/Replace Panel Lights				x					
18	Check/Replace Site Lighting				x					
19	Replace Chemical System Check Valves & Cartridge Valves							x		
20	Inspect and Repair Ship Ladders, Stairways and Platforms							x		
21	Inspect Adjust, Replace Tanks' and Structures' Cathodes Protection							x		
22	Internal Visual Tank Inspection							x		One Tank/ Yr. on Rotating Basis
23	Inspect, Repair, Replace, Pump Blower, Compressor Mounts				x					
24	Inspect, Adjust, Repair, Replace Swing Joint							x		At Time of Tanks Inspections
25	Clean Flow meters			x						
26	Zero Magnetic Gauges						x			
27	Replace Battery in PLC								x	Every Two Years
28	Calibration and Performance Check of Sensors/Monitoring Equipment			x						Minimum Specified; More Frequently Based on Manufacturers' Recommendations for Specific Equipment Yearly for Factory Calibration
29	Check and Adjust all Electric Valve Actuators							x		
30	Inspect & Repair All Supports, Bolt Holes and Wields for Wear Cracking and Misalignment; Torque all Bolts and Anchor Bolts							x		
31	Check All Motor Starters for Pitting; Replace If Pitted							x		

ATTACHMENT 1

SBR Preventative Maintenance Schedule, Table 1

Task#*	Task	Hours	Daily	Weekly	Monthly	Three Months	Six Months	Yearly	As Necessary	Notes
32	Check and Clean Solids from Equipment								x	
33	Check All Nozzles and Piping for Clogging and Clean								x	
34	Check, Repair, Torque Decanter Knee Braces								x	
35	Check All Pumps, Blowers, Valves etc for Electrical Performance	2000					x			Whichever Occurs First
Pumps*										
1	Inspect/Repair Seal Box	150								
2	Lubricate, Repair, Replace Bearings	2000								
3	Inspect, Lubricate, Repair, Replace Motor Bearings and Assembles							x		
4	Inspect, Lubricate, Repair, Replace Couplings							x		
5	Inspect for Vibration, Abnormal Noise or Loss of Capacity			x						
6	Rotate Shafts on Stored Mechanical Equipment								x	Every Two (2) Weeks
Blowers*										
1	Inspect, Re-tension, Repair, Bolts and Pulleys	500								
2	Clean Filter				x					
3	Replace Filters							x		
4	Replace Blower Oil	1500								
5	Replace Blower Grease	500								
6	Replace Motor Grease								x	Every Nine (9) Months
7	Replace Belts								x	Every Two (2) Years

ATTACHMENT 1

SBR Preventative Maintenance Schedule, Table 1

Task#	Task	Hours	Daily	Weekly	Monthly	Three Months	Six Months	Yearly	As Necessary	Notes
8	Drain Condensate From Discharge Silencer								x	Every Two (2) Months
9	Check, Adjust Blower Relief Valve Setting								x	Every Two (2) Months
10	Inspect for Vibration, Abnormal Noise or Loss of Capacity			x						
Compressors*										
1	Exercise Pinch Valve Compressor		x							
2	Inspect for Water Condensation in Oil; Initiate Repairs		x							Repair, Replace or Modify System to Prevent Condensation
3	Clean Air Filter				x					
4	Inspect Safety Valve			x						Repair or Replace
5	Blow Dirt from Inside Motor				x					
6	Drain Water from Tank		x							
7	Change Oil				x					

* All tasks apply to equipment at both sites. Frequencies are minimums. All repairs and replacements are to be made in a timely manner to avoid damage to Miami-Dade County property and equipment. All repairs, replacements, adjustments and lubrication schedules are to be made using the best possible industry standards.

Appendix B
Price Schedule
Shaw Environmental, Inc.
Final Negotiated Rates (April 2014)

A. Initial Term

The price shown below is for providing all required services as stated in Appendix A, Scope of Services for the initial five year term of the contract.

Operation and Management Services		Price for Year 1 A	Price for Year 2 B	Price for Year 3 C	Price for Year 4 D	Price for Year 5 E
1	Old South Dade Landfill	$470,000.00	$470,000.00	$470,000.00	$470,000.00	$470,000.00
2	South Dade Landfill	$340,000.00	$340,000.00	$340,000.00	$340,000.00	$340,000.00
	Total for Both Landfills	$810,000.00	$810,000.00	$810,000.00	$810,000.00	$810,000.00
	Total Price for Both Landfills for the Initial Term (A+B+C+D+E)					$4,050,000.00

B. Option-to-Renew Period (OTR)

The price for the two-year OTR period is as follows:

Operation and Management Services		Price for OTR Period (2 Years)
1	Old South Dade Landfill	$1,334,003.00
2	South Dade Landfill	$1,113,788.00
	Total for Both Landfills	$2,447,791.00

C. Additional Services

The price for Additional Services, Section 12, shall be negotiated on a project-by-project basis, at the County's sole discretion. Labor rates for the following positions shall not exceed the maximum hourly rates below.

Personnel	Classification/Discipline	Maximum Hourly Rates
TBD	Field Technician (ST)	$58.00
TBD	Field Technician (OT)	$87.00
Ricardo Ebanks	Shift Operator	$52.00
Dave Suchinsky	Shift Operator	$78.00
Maria Roquetta	Project Accountant	$60.00
TBD	Buyer/Procurement	$70.00
Ann Range	Contracts Administrator	$90.00
TBD	Chemist	$105.00
Willis Harding	Class A Operator	$78.00
Kenny Brinson	Project Engineer	$118.00
Jason Whitman	Project Geologist	$118.00
Jorge Fernandez	Project Manager	$139.00
David Jaeger	Business Line Manager	$200.00

Notes:

1. The Contractor's price in Sections A and B shall remain firm and fixed for the initial five year term of the contract.
2. Any extension periods exercised pursuant to Article 5 of the Agreement will be at the then current rates.
3. The prices in Sections A and B include all costs, including all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, which are incorporated in this price schedule, as they will not be reimbursed separately by the County.
4. Prior to exercising the OTR, the County may consider a onetime adjustment to the maximum hourly rates for Additional Services for that OTR period. Refer to Article 8, Pricing, of the Contract.
5. Prices for methanol shall be bid out annually by the Contractor. The cost of the Methanol, based on the lowest bid received by the Contractor, will be a fixed price for that year. Refer to Section 11 of Appendix A, Scope of Services.
6. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

Memorandum

MIAMI-DADE COUNTY

Date: November 13, 2013

To: Lester Sola
Director
Internal Services Department

Thru: Miriam Singer, CPPO
Assistant Director
Internal Services Department

From: Pearl P. Bethel, CPPB
Procurement Contracting Officer 2
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 867, Operation of Waste Water Treatment Plants

---

The County issued a solicitation on behalf of the Public Works and Waste Management (PWWM) Department to obtain proposals from firms that are capable, qualified and experienced in the operation and maintenance of waste water treatment plants and associated groundwater extraction and injection well fields.

The Evaluation/Selection Committee (Committee) has completed the evaluation of proposals submitted in response to the solicitation following the guidelines published in the solicitation.

Committee meeting dates:
September 17 & October 2, 2013 (kick-off meetings)
October 16, 2013 (evaluation meeting and scoring)
November 12, 2013 (discussion and recommendation)

Verification of compliance with contract measures:
A Small Business Enterprise (SBE) selection factor was assigned to this solicitation. None of the proposers qualified for the selection factor.

Verification of compliance with minimum qualification requirements:
The solicitation had minimum qualification requirements which were reviewed by the Chairperson and Amado Gonzalez of the client department, PWWM. All three proposers met the requirements.

Local Certified Service-Disabled Veteran's Business Enterprise Preference:
Veteran's Preference was considered in accordance with the applicable ordinance. None of the proposers qualified for the preference.

Summary of scores:

The final scores are as follows:

Proposer	Technical and Price Scores			
	Technical Score (425 max.)	Price Score (75 max.)	Total Technical & Price (500 max.)	Proposed Cumulative Price for initial term
Shaw Environmental, Inc., a CB& I Company	401	56	457	$5,615,699.00
U.S. Water Services Corporation	388	67	455	$4,056,303.00
Severn Trent Environmental Services, Inc.	380	68	448	$4,202,765.82

Price was submitted based on price per year on the Old South Dade Landfill and the South Dade Landfill. Below is a table that provides a summary, by year, of the proposed prices for all proposers, including the option-to-renew (OTR) period.

Proposed Annual Prices						
Proposer	Year 1	Year 2	Year 3	Year 4	Year 5	OTR (2 years)
Shaw Environmental, Inc., a CB & I Company	$1,068,371.00	$1,095,079.00	$1,122,455.00	$1,150,516.00	$1,179,278.00	$2,447,791.00
U.S. Water Services Corporation	$779,453.00	$795,042.00	$810,942.00	$827,162.00	$843,704.00	$1,738,369.00
Severn Trent Environmental Services, Inc.	$791,610.16	$815,358.46	$839,819.21	$865,013.79	$890,964.20	$1,862,917.05

The Committee decided not to hold oral presentations since the proposals did not require further clarification. Price was reviewed for all proposers after the review and scoring of the technical proposals.

Local Preference:
Local Preference was considered in accordance with applicable ordinance, but did not affect the outcome.

Other information:
A Committee member, Vicente Arrebola, was unable to attend the meetings due to his upcoming retirement. The alternate member, Howard Fallon, replaced him as a voting member.

Negotiations:
The Committee recommends that the County enter into negotiations with Shaw Environmental, Inc., a CB & I Company (Shaw), the highest ranked proposer. Notwithstanding the foregoing, the Committee further recommends and requests approval, that in the event the County and Shaw cannot reach an agreement, negotiations with Shaw will be terminated, and the County will begin negotiations with the next highest ranked Proposer, U.S. Water Services Corporation. This negotiation process will continue until an agreement, acceptable to the County, has been reached.

Pearl P. Bethel, Procurement Contracting Officer 2, Internal Services Department
Lee Casey, Chief, Public Works and Waste Management
German Hernandez, Environmental Affairs Manager, Public Works and Waste Management
Amado Gonzalez, Environmental Resources Supervisor, Public Works and Waste Management
Steve Christensen, Environmental Resources Supervisor, Public Works and Waste Management

Consensus Statement: The Committee recommends Shaw for the following primary reasons: 1) The firm has the relevant experience, capability and excellent past performance in providing the requested services; 2) The firm has the capacity to service both landfills; 3) The firm's primary business is the operation and maintenance of waste water treatment plants, and they have the necessary equipment and personnel available to provide the services; and 4) The firm's key personnel have a successful track record of operating and maintaining waste water treatment plants for the County and other entities of similar size.

Although the firm's proposed prices were higher when compared to the other firms' prices for the services, the actual prices will be negotiated in the best interest of the County.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Approved

Lester Sola
Director

11/14/13
Date

RFP NO. 867

OPERATION OF WASTE WATER TREATMENT PLANTS

EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (5 members)	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	SHAW ENVIRONMENTAL, INC.	US WATER SERVICES CORPORATION
Proposer's relevant experience, qualifications, and past performance	30	150	138	141	135
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25	125	109	118	114
Proposer's approach to providing the services requested in this Solicitation	15	75	64	71	71
Financial Capabilities	15	75	69	71	68
Total Technical Points *(Total of technical rows)*	85	425	380	401	388
Selection Factor *(10% of the technical points earned on the technical portion)*					
Veteran's Preference *(10% of the technical points earned on the technical portion)*					
Total Price Points	15	75	68	56	67
TOTAL POINTS *(Technical + Price)*	100	500	448	457	455

SIGNATURE: [signature] PRINT NAME: Pearl P. Bethel DATE: 11/12/13

Chairperson

Lydia Osborne LYDIA OSBORNE 11/12/13

Reviewed By

11/12/2013

RFP NO. 867

OPERATION OF WASTE WATER TREATMENT PLANTS

EVALUATION OF PROPOSALS

LEE CASEY (PWWM)

SELECTION CRITERIA / PROPOSERS	Maximum Points	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	SHAW ENVIRONMENTAL, INC.	US WATER SERVICES CORPORATION
Proposer's relevant experience, qualifications, and past performance	30	30	28	29
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25	21	23	25
Proposer's approach to providing the services requested in this Solicitation	15	10	14	15
Financial Capabilities	15	12	14	14
Total Technical Points *(Total of technical rows)*	85	73	79	83
Selection Factor *(10% of the total technical points earned on the technical portion)*				
Veteran's Preference *(5% of the total technical points earned on the technical portion)*				
Total Price Points	15	13	8	12
TOTAL POINTS *(Technical + Price)*	100	86	87	95

11/12/2013

RFP NO. 867

OPERATION OF WASTE WATER TREATMENT PLANTS

EVALUATION OF PROPOSALS

German Hernandez (PWWM)

SELECTION CRITERIA / PROPOSERS	Maximum Points	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	SHAW ENVIRONMENTAL, INC.	US WATER SERVICES CORPORATION
Proposer's relevant experience, qualifications, and past performance	30	26	28	26
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25	22	23	22
Proposer's approach to providing the services requested in this Solicitation	15	13	13	13
Financial Capabilities	15	14	13	12
Total Technical Points *(Total of technical rows)*	85	75	77	73
Selection Factor *(10% of the total technical points earned on the technical portion)*				
Veteran's Preference *(5% of the total technical points earned on the technical portion)*				
Total Price Points	15	12	11	12
TOTAL POINTS *(Technical + Price)*	100	87	88	85

11/12/2013

RFP NO. 867

OPERATION OF WASTE WATER TREATMENT PLANTS

EVALUATION OF PROPOSALS

HOWARD FALLON (WASD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	SHAW ENVIRONMENTAL, INC.	US WATER SERVICES CORPORATION
Proposer's relevant experience, qualifications, and past performance	30	29	30	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25	23	24	22
Proposer's approach to providing the services requested in this Solicitation	15	15	15	15
Financial Capabilities	15	15	15	14
Total Technical Points *(Total of technical rows)*	85	82	84	76
Selection Factor *(10% of the total technical points earned on the technical portion)*				
Veteran's Preference *(5% of the total technical points earned on the technical portion)*				
Total Price Points	15	15	12	15
TOTAL POINTS *(Technical + Price)*	100	97	96	91

11/12/2013

RFP NO. 867

OPERATION OF WASTE WATER TREATMENT PLANTS

EVALUATION OF PROPOSALS

HERB BALFOUR (RER)

SELECTION CRITERIA / PROPOSERS	Maximum Points	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	SHAW ENVIRONMENTAL, INC.	US WATER SERVICES CORPORATION
Proposer's relevant experience, qualifications, and past performance	30	28	27	29
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25	23	24	23
Proposer's approach to providing the services requested in this Solicitation	15	13	14	14
Financial Capabilities	15	14	14	14
Total Technical Points *(Total of technical rows)*	85	78	79	80
Selection Factor *(10% of the total technical points earned on the technical portion)*				
Veteran's Preference *(5% of the total technical points earned on the technical portion)*				
Total Price Points	15	14	13	14
TOTAL POINTS *(Technical + Price)*	100	92	92	94

RFP NO. 867

OPERATION OF WASTE WATER TREATMENT PLANTS

EVALUATION OF PROPOSALS

MALLIKA MUTHIAH (RER)

SELECTION CRITERIA / PROPOSERS	Maximum Points	SEVERN TRENT ENVIRONMENTAL SERVICES, INC.	SHAW ENVIRONMENTAL, INC.	US WATER SERVICES CORPORATION
Proposer's relevant experience, qualifications, and past performance	30	25	28	26
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25	20	24	22
Proposer's approach to providing the services requested in this Solicitation	15	13	15	14
Financial Capabilities	15	14	15	14
Total Technical Points *(Total of technical rows)*	85	72	82	76
Selection Factor *(10% of the total technical points earned on the technical portion)*				
Veteran's Preference *(5% of the total technical points earned on the technical portion)*				
Total Price Points	15	14	12	14
TOTAL POINTS *(Technical + Price)*	100	86	94	90

11/12/2013

Memorandum

MIAMI-DADE COUNTY

Date: October 4, 2013

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Appointment of Selection Committee for Miami-Dade Public Works and Waste Management Department Request for Proposals (RFP) for Operation of Waste Water Treatment Plants – RFP No. 867 - Excusal

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Please be advised that I am excusing Vicente E. Arrebola of the Water and Sewer Department (WASD) from participating on the subject selection committee. Mr. Arrebola is currently engaged in departmental issues related the Consent Decree, as well as completing assignments in anticipation of his retirement from County service at the end of November 2013. Alternate member, Howard Fallon will serve as a voting member.

Should you have any questions, please contact Veronica Clark, Assistant to the Director at (305) 375-4770.

Selection Committee
Pearl Bethel, ISD (Non-Voting Chairperson)
Lee Casey, PWWM
German Hernandez, PWWM
Howard Fallon, WASD
Herb Balfour, RER
Mallika Muthiah, RER

Technical Advisors
Steve Christensen, PWWM
Amado Gonzalez, PWWM

c: Lester Sola, Director, ISD
John Renfrow, Director, WASD
Jack Osterholt, Deputy Mayor/Director, RER
Veronica Clark, Assistant to the Director, SBD/RER

Memorandum

MIAMI-DADE COUNTY

Date: June 20, 2013

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Appointment of Selection Committee for Miami-Dade Public Works and Waste Management Department Request for Proposals (RFP) for Operation of Waste Water Treatment Plants – RFP No. 867

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for Miami-Dade Public Works and Waste Management Department Request for Proposals (RFP) for Operation of Waste Water Treatment Plants – RFP No. 867.

Selection Committee
Pearl Bethel, ISD (Non-Voting Chairperson)
Lee Casey, PWWM
German Hernandez, PWWM
Vicente Arrebola, WASD
Herb Balfour, RER
Mallika Muthiah, RER
Howard Fallon, WASD (Alternate)

Technical Advisors
Steve Christensen, PWWM
Amado Gonzalez, PWWM

You are directed to assist me in the selection process considering the factors delineated in the solicitation. If you are unable to participate in the selection process, contact this office through Small Business Development (SBD) by memorandum from your department director documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

Each Selection Committee member shall be responsible for evaluating, rating and ranking the proposals based on the criteria and procedure contained in the solicitation. The Selection Committee will meet to review the written proposals. If required, the Selection Committee will select firms to make oral presentations to the Selection Committee at a properly noticed public hearing. If proposers are invited to make oral presentations, the Selection Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness. All requests for responsiveness determinations shall be made in writing by the issuing department to the County Attorney's Office.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Internal Services Department (ISD) may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.