

MIAMI-DADE COUNTY IMPLEMENTING ORDER

STANDARD PROCESS FOR THE ACQUISITION OF PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURE, LAND SURVEYING AND MAPPING SERVICES, GENERAL CONSTRUCTION SERVICES, AND OTHER PROJECT DELIVERY METHODS

AUTHORITY:

Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter, Section 2-10.4 of the Code of Miami-Dade County, and Florida Statutes, Sections 255.20 and 287.055.

SUPERSEDES:

This Implementing Order (IO) supersedes: Administrative Order (AO) No. 3-39, Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, ordered June 17, 2003, and effective June 23, 2003.

SCOPE:

This IO establishes the procedures for implementation of an orderly administrative process for the acquisition of professional architectural, engineering, landscape architecture, and land surveying and mapping (A&E) services, including design-build, construction manager-at-risk, and the Equitable Distribution Program (EDP), and for the acquisition of general construction services either through the Miscellaneous Construction Contracts (MCC) or other forms of alternative project delivery methods (the “covered services”). The Internal Services Department (ISD), or its successors, shall be responsible for ensuring the consistency, transparency, and integrity of any of these competitive selection processes.

This IO shall be applicable to Miami-Dade County project solicitations seeking the acquisition of professional services or general construction services as described above, which are governed by the Consultants’ Competitive Negotiation Act of 1971, Florida Statutes Section 287.055 and Florida Statutes Section 255.20, and Section 2-10.4 of the Code of Miami-Dade County.

This IO does not apply when valid public emergencies have been formally declared. For the purposes of this IO, an emergency is an unforeseen or unanticipated urgent and immediate need for goods or services where the protection of life, health, safety or welfare of the community or the preservation of public properties would not be possible using any of the other purchasing methods described in this IO.

This IO applies to all capital improvement professional services agreements, including design-build contracts, and construction contracts except where restricted by federal, state, or external regulations.

DELEGATION OF AUTHORITY; RESPONSIBILITIES OF ISD:

Delegation of authority to the ISD Director by the County Mayor is pursuant to Section 2-10.4 of the Code of Miami-Dade County. To ensure equity and adherence to all applicable regulations governing the selection of a service provider, ISD shall coordinate and oversee as follows:

1. Provide advice regarding different project delivery methods and make recommendations to the client department on contracting strategies.
2. Prepare the solicitation documents for the acquisition of the covered services described in this IO with input from the client department, and advertise each solicitation.
3. Schedule, advertise, record, coordinate and conduct the selection and negotiation committee meetings for the acquisition of professional architectural, engineering, landscape architecture, and land surveying and mapping (A&E) services, including design-build and construction manager-at-risk services as covered services described in this IO.
4. Indicate, in applicable solicitation(s), any participation restrictions specific to the solicitation, or subsequent acquisition of professional architectural, engineering, landscape architecture, and land surveying and mapping (A&E) services, including design-build and construction manager-at-risk projects.
5. Identify in the advertisement restrictions, exclusions, and/or exemptions from consultant participation in potential forthcoming services. Include clarification in the advertisement of who may or may not participate on the specific solicitation as a result of specific requirements, previous contractual engagements, conflict of interests, or competitive advantage.
6. The A/E selection coordinator or designee shall be responsible for requesting and receiving any additional information from proposers after submittal deadline.
7. Ensure compliance with this IO.

POLICY:

This IO shall govern all phases of the Miami-Dade County administrative process, through ISD, for the acquisition of the covered services. Each client department shall be required to capture real-time project status utilizing the Capital Improvements Information System (CIIS), or other current, available database, to oversee the implementation of County capital improvement construction projects from initiation through planning, design, construction, and project closeout, reporting on project adherence to budgets and schedules, and monitoring critical sequencing of linked projects in accordance with County regulations. ISD provides a system for the implementation of countywide capital improvement policies and procedures relating to project management and contract compliance. The policies and procedures provided to client departments shall provide the necessary operational guidance to ensure consistency in documentation, reporting, accountability, and management of capital

improvement projects. Such system shall interface with existing departmental systems whenever possible, and allow access to information via a web-enabled application.

ISD will develop, maintain and periodically update standardized contract language and related forms, and standardize interpretation and enforcement of County professional services and construction contracts to foster consistent and equitable project management among County departments. The County Mayor or County Mayor's designee may grant written exemptions from the standards where the protection of life, health, safety or welfare of the community, operational necessity, or the preservation of public properties is concerned.

DEFINITIONS:

The following definitions are applicable in this IO:

A&E: This term is used interchangeably with "Professional Services."

Adjusted Bid: An evaluation process where proposals are evaluated and assigned point values to a rating system. The price divided by the total qualitative points yields an "adjusted bid." This process is used for design-build processes.

Advancing Firms: Proposers selected by the Competitive Selection Committee to advance to the next phase of the evaluation process.

A&E Consultant Coordinator: An ISD staff member responsible for managing the A&E selection process, who also serves as the assigned non-voting chairperson of the selection and negotiation committees.

Affiliates: Business concerns, organizations, or individual relationships in which directly or indirectly, (i) either one (1) party controls or has the power to control the other party, or (ii) a third party controls or has the power to control the other two parties. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized by a debarred entity, individual, or affiliate following the debarment of a contractor that has the same or similar management, ownership, or principal employees as the contractor that was debarred or suspended, as defined in Section 10-38 of the Code.

Affirmative Action Plan (AAP): A plan which sets forth the procedures the entity utilizes to demonstrate its track record in regard to equitable employment, promotion, and procurement practices.

Agency: Instrumentality or branch of County government under the supervision of the County Mayor or County Mayor's designee. Term is synonymous with client department.

Amendment: A written supplemental agreement executed by the County and the vendor, covering modifications to a professional services agreement.

Average Dollar Value (ADV): The calculation of the average of the total of the dollars awarded and paid to the prime firm and all subconsultants by the County, when

they served as a prime firm in previous engagements, during the three-year period immediately preceding the submittal date.

Board of County Commissioners (Board): The governing body of unincorporated Miami-Dade County.

Best Value: A process of selection in which the final selection criteria primarily includes qualitative subjective considerations in addition to price and not solely a low bid price, or an adjusted bid.

Change Order: A written agreement executed by the County, the vendor and the vendor's Surety, covering modifications to a design and/or construction contract.

Code of Miami-Dade County, Florida (Code): The systematic and comprehensive compilation of Miami-Dade County laws, rules, or regulations that is consolidated and classified according to subject matter.

Compensation: Monies paid to an entity, by Miami-Dade County, for covered services rendered to Miami-Dade County.

Competitive Selection Committee (CSC): The committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for a specific project, as defined in Section 2-10.4(5) of the Code.

Construction Contract: The agreement executed by a vendor and the County covering the performance of the work including the furnishing of labor, superintendence, materials, tools and equipment as indicated in the Contract Documents. The term "Contract" shall have the same meaning.

Construction Manager-at-Risk (CM-at-Risk): A procurement method which allows for a firm, following a competitive selection process, to establish a maximum price, act as the general contractor, bid work to trade contractors, and work cooperatively through the design and construction phases with a guaranteed project budget and schedule.

Consultant: Architect, Engineer, the County or its authorized representatives identified in the Notice-to-Proceed letter, including but not limited to the resident Architect/Engineer, the Construction Manager, the County's representatives and the Architect/Engineer of Record. In the event an Architect/Engineer is not employed on the project, the term "County" may be substituted for Architect/Engineer.

Continuing Contract: A contract for professional services entered into accordance with all the procedures of the Consultants' Competitive Negotiation Act, as defined in Section 2-10.4(1)(f) of the Code, and Florida Statutes, Section 287.055.

Contract: An executed agreement between an entity and Miami-Dade County. Term is synonymous with Professional Services Agreement (PSA), design-build contract, or construction contract.

Contract Measures: A portion of work sheltered specifically to be performed by available certified Small Business Enterprise (SBE), and/or Disadvantaged Business Enterprise (DBE) or successor sheltered program firms. Term is synonymous with goals.

Contractor: The individual, firm, partnership, or corporation, or combination thereof, private, municipal, or public, including joint ventures, duly licensed under Florida Statutes, which, as an independent Contractor, has entered into a Contract with Miami-Dade County, who is referred to throughout the Contract Documents by singular in number and masculine in gender.

County Mayor or County Mayor's Designee: The executive responsible for the day-to-day operations of County government, or his/her designee.

County Regulations: County ordinances, IOs, AOs, resolutions or specifications.

Covered Services: Professional architectural, engineering, landscape architecture, and land surveying and mapping services, including design-build, construction manager-at-risk, general construction services, the Equitable Distribution Program (EDP), Miscellaneous Construction Contracts (MCC), and other forms of alternative project delivery methods.

Debarment: Action taken to exclude a consultant or contractor, its individual officers, and its shareholders with significant interests, its qualifying agent and/or its affiliated businesses from County contracting and County approved subcontracting for a specified period as provided in Section 10-38 of the Code.

Design-Build Contract: A single contract with a design-builder for the design and construction of a public construction project, as defined by Florida Statutes, Section 287.055.

Design-Builder: A partnership, corporation or other legal entity that (a) is certified under Section 489.119 of Florida Statutes, to engage in a contract through a certified or registered general contractor, or a certified or registered building contractor as the qualifying agent; or (b) is certified under Section 471.023 of Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture, or certified under Section 481.319 to practice landscape architecture.

Design Criteria Package: Concise, performance-oriented drawings and/or specifications of the public construction project. The design criteria package includes information regarding the County's expectations of a finished project. For a design-build project, the design criteria package shall contain sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit the County to enter into a contract. The design criteria package may be as brief as referencing the applicable standards for utility design to specifying performance-based criteria for a public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

Design Criteria Professional: An individual or firm that holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm which holds a current certificate as a registered engineer under Chapter 471 of Florida Statutes, to practice engineering. The individual

must be employed by/or under contract to the agency for the provision of professional architectural or engineering services in connection with the preparation of the design criteria package. Pursuant to Florida Statutes, Section 287.055, a design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

Disadvantaged Business Enterprise (DBE): A “for-profit” small business concern that (a) is at least 51 percent (51%) owned, managed and controlled by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent (51%) of the stock is owned by one or more such individuals; and (b) that is certified as a DBE by a certifying member of the State of Florida Uniform Certification Program.

Equitable Distribution Program (EDP): A program administered by ISD that streamlines the solicitation process for continuing contracts, by distributing A&E services to eligible firms on a defined basis. EDP projects must have construction costs and study activities within the thresholds established in Florida Statutes, Section 287.055 for continuing contracts.

EDP Firms: A group of A&E professional firms that holds a County Pre-Qualification Certificate, and is approved by the County to participate in the EDP.

Economic Stimulus Plan (ESP): A program whereby the County expedites the procurement and award of specific capital improvement projects, identified by resolution and approved by the Board, delegating certain authority to the County Mayor or County Mayor’s designee with respect to the specific project. All awards made pursuant to the program are subject to ratification by the Board.

Expedited Ordinance: Any existing Board-approved policy authorizing an expedited process for the procurement and award of specific design and/or construction improvement projects, and delegating certain authorities to the County Mayor or County Mayor’s designee. All awards made pursuant to the program are subject to ratification by the Board.

Firm: Any individual, firm, partnership, corporation, or other legal entity permitted by law to provide the covered services. Term is synonymous with Consultant, Design-Builder, Contractor, or Team.

Internal Services Department (ISD): A department of Miami-Dade County.

Local Certified Veteran Business Enterprise (LVP): A firm that is a local business, pursuant to Section 2-8.5.1 of the Code, and certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187, Florida Statutes.

Locally Headquartered Business Firm: As more fully defined in Section 2-8.5, a Local Business which has a Principal Place of Business in Miami-Dade County.

Local Preference: Preference given to a local prime proposer pursuant to Sections 2-8.5 and 2-10.4 of the Code.

Miami-Dade County (County): A political subdivision of the State of Florida.

Miscellaneous Construction Contract of MCC: A type of contract established to procure competitive, cost effective, quality construction services for miscellaneous and emergency construction projects through the creation of a pre-qualified pool of contractors as approved by the Board.

Modification: A written amendment/supplemental agreement to a contract, involving changes that are executed by the County and the firm under contract, following award of a contract.

Notice to Professional Consultants (NTPC): A solicitation for professional services which includes but it is not limited to a description of the scope of services, technical certification requirements, notice of selection criteria and methodology, data forms to be completed and submitted as part of the proposal, and submission deadline date.

Ordinal Score: ~~means~~ The score after the individual CSC members' total qualitative points, for each respondent, ~~which shall be~~ converted in numerical order. For each CSC member, the highest qualitative points shall be equivalent to the lowest ordinal score.

Past Performance Evaluation (PPE): An evaluation prepared by project management staff of the performance of a firm during or upon conclusion of a project.

Pre-Qualification Certification (PQC): The County's certification process that includes technical certification for A&E professional services, affirmative action plan, and vendor registration. All firms providing professional services are required to hold an active County PQC at the time of proposal submission and, if selected, throughout the contract term without any lapses.

Prime Consultant: A firm which enters into a PSA with the County to render professional services pursuant to a solicitation. The prime consultant shall have full responsibility and liability for the quality of performance of itself, as well as that of sub-consultant professionals on its team.

Professional Services: Those services within the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida; or those performed by any registered architect, professional engineer, registered landscape architect, or registered surveyor and mapper in connection with his/her professional employment or practice. This term is used interchangeably with "A&E."

Professional Services Agreement: A contract to provide services within the scope of the practice of architecture, engineering, landscape architecture, land surveying and mapping, as defined by Florida Statutes 287.055 and performed by a registered architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Proposer: The person, firm, entity or organization submitting a response to a solicitation. Term is synonymous with submitter, respondent, firm, vendor, prime consultant, or design-builder.

Qualifier: A full-time professional employee of a firm who qualifies such firm for the technical certification needed to conduct business with the County. The full-time

employee must be a registered professional, as required by Florida Statutes and Miami-Dade County's technical certification category descriptions and requirements.

Qualitative Points: Point values assigned by CSC members for each selection criterion.

Request for Design-Build Services (RDBS): A solicitation for design-build services.

Responsibility: The standards pertaining to the determination of contractor, consultant, or vendor capacity and integrity as governed by procedures established by the respective governing legislation. The County shall solicit offers from, award contracts to, and consent to subcontracts with responsible proposers only.

Responsiveness: A determination made by the County Attorney's Office with regard to whether a respondent to a solicitation has met the solicitation's submittal requirements. The County shall accept offers from, award contracts to, and consent to subcontracts with, responsive proposers only.

Request to Advertise (RTA): A document prepared by a department to initiate the advertisement of an A&E, Design-Build, CM-at-Risk solicitation, general construction services, or other professional services.

Rotational Value (RV): A firm's position in the EDP Pool. The firm's position in the ranking is based on their technical certification categories and the firm's rotational value (RV). The RV is established by a firm's three-year award and payment history.

Schedule of Participation or SOP: A form included in the proposal/bid document that establishes the proposed participation of sub-contractors to meet the measure established in the contract by the Small Business Division of ISD.

Small Business Enterprise Goods & Services Program (SBE-G&S): A small business certification designation used for purchase of goods and services as defined in Section 2-8.1.1.1 of the Code.

Small Business Enterprise Architecture & Engineering Program (SBE-A&E): A small business certification designation used for purchase of certain professional architectural, landscape architectural, engineering, or survey and mapping services, as defined in Section 2-10.4.01 of the Code.

Small Business Enterprise Construction Services Program (SBE-CONST): A small business certification designation for construction related enterprise as defined in Section 10-33.02 of the Code.

Sub-consultant: A firm, which as a team member, has input and responsibility for certain aspects of a project, and who provides such services under the discretion of a prime consultant/contractor. Term is synonymous with sub-contractor.

Suspension: An administrative action less severe than debarment, taken by the County Mayor or County Mayor's designee, to exclude a consultant and/or contractor from participating on County contracts, on a temporary basis.

Technical Certification: A comprehensive review by the County's Technical Certification Committee affirming a firm's eligibility to provide professional services to the County in various technical certification categories.

SECTION I - CAPITAL IMPROVEMENTS PROJECTS TRACKING AND REPORTING REQUIREMENTS

A. Initial Planning and Scheduling

All capital construction projects are subject to the Board of County Commissioners' prioritization and budget approval. The planning and scheduling functions are important to the success of a project and shall be an element of the initial phase of project development. Upon approval of a capital construction project by the Board, the client department shall provide ISD with all relevant project data including but not limited to the following:

1. Capital Budget assigned project number
2. Departmental project tracking number(s)
3. Project description
4. Project location
5. Commission district(s)
6. Needs assessment document
7. Funding source including time and use constraints when applicable
8. Initial project schedule including, but not limited to:
 - a. Planned completion of design criteria documents
 - b. Planned land acquisition if applicable
 - c. Planned start of the Architectural and Engineering design
 - d. Planned start of construction
 - e. Planned completion of project

B. Design Criteria

To the greatest extent possible, capital construction projects require that a design criteria document be prepared prior to the actual design creation. Larger or more complex projects may require a design criteria professional service agreement to prepare these documents. The procedure to utilize a professional service agreement for the creation of the design criteria document is described in SECTION II - ACQUISITION OF PROFESSIONAL SERVICES. The completion of the design criteria document is the first milestone in the capital construction process. For a miscellaneous design project the design criteria package may be as simple as stating the applicable standards while for a building construction project it may include, but is not limited to, the following:

1. Function of the project
2. Design capacity requirements both short-term and long-term

3. Project constraints including, where applicable:
 - a. Funding
 - b. Time schedules
 - c. Footprint or proposed site plan
 - d. Land availability
 - e. Existing structures
 - f. Location of existing utilities
 - g. Ongoing operations impact
 - h. Permitting and zoning issues
 - i. Traffic planning
 - j. Demographics
 - k. Architectural style
 - l. Landscaping
 - m. Interagency/intergovernmental coordination of on-going/future/ planned projects.

If a professional service agreement is used for the acquisition of architectural and engineering services, the design criteria document should be part of the solicitation package. If it is anticipated that a professional service agreement will be utilized for the design effort, then approximately thirty (30) calendar days prior to the anticipated advertisement the department should have completed the scope of services and design criteria package. The scope of services and technical certifications for the project should be submitted to SBD for the establishment of Small Business Enterprise (SBE) goals.

C. Land Acquisition

The appropriate Administrative or Implementation Orders, the Code of Miami-Dade County and Florida Statutes shall govern land acquisition.

D. Architectural and Engineering Design

Upon completion and review of the design criteria document, the client department shall enter the design phase of the project. When the design has to be accomplished through the use of a professional service agreement, the procedure specified in SECTION II - ACQUISITION OF PROFESSIONAL SERVICES, shall apply. Project progress reporting shall include, but is not limited to:

1. Planned commencement of design effort or notice to proceed to consultant
2. Planned thirty percent (30%) completion (50% for utility design)
3. Planned dry run plans review submission or seventy percent (70%) completion

4. Planned completion of construction specification documents
5. Planned start of construction ground breaking
6. Planned completion of project

E. Construction

Approximately thirty (30) calendar days prior to the anticipated advertisement date the client department should have completed the construction specifications package. The client department should create and submit the project data sheet with appropriate trade recommendations to SBD to establish SBE-CONST goals. Also, the client department shall initiate the Request to Advertise obtaining required signatures and budgetary approvals. Information to be included on the Request to Advertise and Award Recommendation documents is provided in SECTION III – CAPITAL CONSTRUCTION CONTRACTING. The Request to Advertise Project Memorandum shall include, but is not limited to, the following:

1. Pre-bid Meeting Date if applicable
2. Bid opening date
3. Planned Bid Award date
4. Planned pre-construction meeting
5. Planned Notice to proceed
6. Planned groundbreaking
7. Planned completion date

All capital improvement projects are subject to the Board of County Commissioners' prioritization and budget approval. The planning and scheduling functions are key to the success of a project and shall be an element of the initial phase of project development. Upon approval of a capital project by the Board, the client department shall enter into the CIIS, or other available database, all relevant project data.

SECTION II - ACQUISITION OF PROFESSIONAL SERVICES

POLICY:

It is the policy of the County to have a fair and equitable selection and distribution process for the selection and award of contracts for the covered services.

PURPOSE:

The following shall be the process for procurement of covered services.

A. Request to Advertise (RTA) for Covered Services:

Professional services requests, which are below the threshold for continuing contracts as established by Florida Statutes, Section 287.055, shall be procured through the EDP, without an RTA. ISD may identify other opportunities for continuing contract services to address the needs of the client department that

are in the County's best interest. When professional services are required in excess of the Florida Statutes, Section 287.055 thresholds for continuing contracts, the client departments shall:

1. Develop a draft RTA based on the project and associated sites, pursuant to the County's Capital Budget and Multi-Year Plan, or the funding authority and approval allocated for the project;
2. Pursuant to Section 2-10.4 of the Code, submit project's relevant data for SBD's consideration to establish project measures or set aside as deemed appropriate, including whether a Second Tier meeting should be waived for projects listed on the ESP list of approved projects;
3. Finalize the RTA and forward it to the OMB to certify funding availability;
4. Upon certification from OMB that funding is available, and establishment of project goals by SBD, the client department shall prepare a complete package, along with a detailed scope of work and design criteria document and submit to ISD for review. Scope of services and design criteria may differ significantly based on the nature and complexity of the desired professional service agreement.
5. Approval by the County Mayor or County Mayor's designee shall constitute concurrent approval of the measures established by SBD. Upon receipt of approval, ISD shall file the RTA with the Clerk of the Board, forward a copy to the client department, and to the Architectural and Engineering (A&E) Unit to proceed with advertisement.

B. Solicitation for Professional Services:

ISD shall review and approve the RTA for the scope of work, criteria and pertinent information to be incorporated in the solicitation documents(s) for public advertisement. ISD shall prepare the public advertisement for general circulation. The public advertisement shall contain information on obtaining the solicitation document, inclusive of the scope of services for the project, and the procedures to be followed by any firm wishing to be considered.

The client department may propose project pre-requisites and/or special requirements as part of the solicitation requirements. In order to eliminate artificial barriers to increase competition, any special requirements or pre-requisites recommended by client departments will be evaluated by ISD, the client department, and ISD's Small Business Development Division, on a project by project basis. Unless otherwise approved by ISD, all project pre-requisites are to be indicated as "preferred" in the solicitation document and not as a requirement.

C. Responding to a Professional Services Solicitation

1. **Technical Certification**

Technical certification is required for firms providing professional services at the time of proposal submittal deadline and, if selected, through negotiations, award and effective term of the contract.

2. **Pre-Qualification Certification (PQC)**

PQC is required for firms providing professional services at the time of the solicitation's proposal submittal deadline. Firms that do not comply with this requirement at time of proposal submission shall not be considered for evaluation. PQC active status must be maintained from the time of the proposal submittal deadline and, if selected, through negotiations, award and the effective term of the contract.

3. **Additional Requirements**

The following are some, but not all of, the provisions which may typically be contained in the NTPC:

- a. Except where restricted by federal, state laws, or external regulations, respondents must submit as either a prime consultant or sub-consultant. Failure to comply with this provision shall deem the proposal non-compliant.
- b. Teaming restrictions for sub-consultants in the compliance with the technical categories required in each solicitation will not be imposed when there is limited availability of technically certified firms in the required categories requested. Any such limitation shall be determined by the County and included in the solicitation document.
- c. Commencing on the day after the proposal submittal deadline, respondents shall allow the County reasonable access to audit their books and records, for a specific purpose, during normal business hours. The selected firm shall permit right of access throughout the term of the contract and for a period of five (5) years from the date of the expiration of the contract.
- d. Prime consultants shall submit completed monthly utilization reports in the form specified by the County to client departments as outlined in IO 3-32, Section XII, Contract Administration, Compliance and Monitoring.
- e. If at any time the County has reason to believe that any person or firm has provided incorrect information or made false statements in a proposal, or oral presentation before a selection committee, or if the misrepresentation is confirmed following a contract award, the County Mayor or County Mayor's designee shall refer the matter to the Office of the

Inspector General and/or other investigative agencies. This includes misrepresentation of information regarding dollars awarded and paid on all County contracts. In addition to pursuing any other legal remedies, the County may in its sole discretion, find the proposal non-responsible, and eliminate the firm from consideration or if the misrepresentation is confirmed following contract award, may terminate the contract. Further, the County may initiate suspension and/or debarment proceedings in accordance with County Ordinance.

- f. All accounting of County awarded dollars and paid, records, and performance evaluation history that will be used in the evaluation of proposals shall be maintained by the County.
- g. When a firm becomes a different legal entity and the controlling interest is maintained by the same owners, corresponding applicable records and liability from the point of award of the original contract throughout the life of the contract shall be transferred to the new entity.
- h. Prior to a firm's assignment of its assets/contracts to another firm, a request must be submitted to the County for approval. All dollars awarded and paid (inclusive of any unexpended balances) for contracts awarded to the assignor shall be transferred to the assignee for purposes of accuracy for dollars awarded and paid in accordance with Section II of this IO. All payments from the date of the transfer shall be applied to the new firm.

SECTION II – SELECTION PROCESS FOR PROFESSIONAL A&E SERVICES

A CSC with the appropriate experience and/or knowledge necessary to evaluate a particular scope of service shall be appointed by the County Mayor or County Mayor's designee, pursuant to IO 3-34.

The selection process shall adhere to Florida Statutes, Section 287.055 and Section 2-10.4(5) of the Code in accordance with the guidelines established in this IO. The evaluation of proposals will be based on a two (2) tiered selection process, when applicable. In the event that the County receives fewer than three (3) proposals, or fewer than three (3) proposals are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are responsive and responsible. In the event the County receives fewer than three (3) proposals, at the discretion of the client department, ISD may a) extend the proposal submittal deadline date provided proposal(s) have not been opened, or b) conduct an analysis of market availability for subject services and determine, in its sole discretion, that there is no further market availability or immediate interest to provide said services. For instances where time may remedy the deficiency in responses, the County may proceed without conducting any further market study after extending the

submittal deadline date. The CSC will evaluate proposals, based on First Tier and Second Tier criteria, as applicable.

A. First Tier Evaluation

First Tier evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee.

Selection Criteria:

1. First-Tier Selection: (Maximum 100 points)

Each CSC member shall complete the evaluation form for each proposer based on the following selection criteria:

a. **Criterion 1A: QUALIFICATIONS OF FIRMS INCLUDING THE TEAM MEMBERS ASSIGNED TO THE PROJECT** (Minimum of 1 point - Maximum of 40 points)

Evaluation of the qualifications of the firms and individuals to be assigned to the project, quality and availability of the project manager, and staff of the firm to be assigned, if any, including the firm's ability to replace key personnel if so needed. The qualifications shall also include, but not be limited to, familiarity with County regulations, Leadership in Energy and Environmental Design (LEED) principles, sustainability design principles, and experience level of professional and management staff. If indicated in the NTPC that final selection will occur in Tier 1, directed in the NTPC, the a proposed project approach shall be included in the submittal. Limitations as to page count, font size, spacing, etc., shall be indicated in the NTPC.

b. **Criterion 2A: PAST EXPERIENCE ON SIMILAR PROJECTS** (Minimum of 1 point - Maximum of ~~35~~40 points)

Evaluation of the respondent's past experience, professional role, and knowledge of similar projects, including its understanding and awareness of the regulatory permitting and compliance requirements involved with similar projects, health and safety programs, and number of LEED accredited completed projects, as applicable.

c. **Criterion 3A: PAST PERFORMANCE OF THE FIRMS** (Minimum of 1 point - Maximum of 10 points)

Evaluation of firms' past performance, ~~and~~ timely submission of deliverables on past projects, and firms' history of performance achieving SCBE contract measures over prior five (5) years. CSC members are required to review all Consultant/Contractor PPE reports available in the County's database.

d. **Criterion 4A: AMOUNT OF WORK AWARDED AND PAID BY THE COUNTY** (Minimum of 1 point - Maximum of 5 points)

The County will use this criterion in an effort to distribute work equitably and consider amounts awarded and paid by the County. Awarded and paid amounts will receive equal weight as a 50/50 distribution.

Therefore, the criterion is determined as a ratio of each team's average of its awarded and paid amounts (Average Dollar Value or "ADV") to the team whose ADV is the highest ("Maximum ADV"). The ADV shall be calculated as the average of the total of the dollars awarded and paid to the prime firm and all ~~first-tier~~ subconsultants by the County, when they served as a prime firm in previous engagements, during the three-year period immediately preceding the submittal date. The amount resulting as the highest ADV, shall be the Maximum ADV.

The team with the Maximum ADV shall receive one (1) point. The other team shall receive points as follows:

| | |
|-----------------------------|----------|
| 100% to >80% of Maximum ADV | 1 point |
| 80% to >60% of Maximum ADV | 2 points |
| 60% to >40% of Maximum ADV | 3 points |
| 40% to >20% of Maximum ADV | 4 points |
| 20% to >0% of Maximum ADV | 5 points |

ADV calculations shall be based on the current information available within the County's database(s), and shall be performed by County staff in advance of the first tier meeting, but not revealed to the CSC until scoring is complete submitted.

e. **Criterion 5A: ~~ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY~~USE OF LOCALLY HEADQUARTERED FIRMSBUSINESSES** (Minimum of ~~04~~ points – Maximum of 5 points)

~~Evaluation of communication ability, commitment to satisfy the County's requirements, and familiarity with County guidelines. One point shall be awarded for each full 10% of contract value designated~~ Points shall be awarded for the percentage of contract value assigned to locally headquartered ~~firms~~businesses as set forth in the table below:- Locally headquartered prime firms may only earn one-halfthree of the total points.

| | |
|-------------------------------|-----------------|
| <u>< 5% LHB</u> | <u>0 points</u> |
| <u>510% to <1520% LHB</u> | <u>1 point</u> |
| <u>1520% to <2530% LHB</u> | <u>2 points</u> |

25% to <35% LHB

3 points

35% to <45% LHB

4 points

45% to <60% and over LHB

5 points

Locally headquartered prime businesses may only earn three (3) of the total points on account of being a LHB. If the prime firm is a locally headquartered business, that has been awarded 3 points, that prime firm shall perform a minimum of 50% of the contract.

Points awarded for locally headquartered firms businesses shall be performed by County staff in advance of the first tier meeting, but not revealed to the CSC until scoring is complete submitted.

f. Criterion 6A: LOCAL PREFERENCE (5 points)

ISD shall monitor the qualitative points assigned to each firm by individual CSC members. A justification of their qualitative points will be requested for any variation in excess of thirty-three percent (33%) above or below the average score, assigned per criteria, or any identifiable deviation not in adherence with the applicable selection criteria. The CSC members will be asked to explain the disparity and afforded the opportunity to modify his/her score to eliminate the disparity or deviation. Any and all disparities/deviations must be addressed independently prior to continuing the selection process and finalizing the ranking.

Each CSC member shall assign qualitative points on each respondent's evaluation report in accordance with the established evaluation criteria factors as denoted above. Any ties on an individual CSCs scorecard must be resolved by the individual CSC member prior to continuing the selection process and finalization of the ranking. In situations where Local Certified Service-Disabled Veteran Business Enterprise Preference and/or Local Preference are applicable, then they shall be applied to the CSC member's total qualitative score, in accordance with Sections 2-8.5, 2-8.5.1, and 2-10.4 of the Miami-Dade Code. The County Mayor or the Mayor's designee shall apply local preference and local disable veteran preference, as applicable, to the total qualitative scores from each individual CSC scorecard prior to ordinal ranking. The adjusted qualitative points for each respondent~~nted~~ taking into account local preference and disable veterans preference shall then be totaled and converted to an ordinal score in each CSC member's scorecard.

ISD staff shall record the totals (adjusted qualitative and ordinal scores) for each respondent and read the information into the record. The highest numerical (lowest rank) ordinal scores per respondent shall be dropped. The remaining

ordinal scores awarded by each of the CSC members for each respondent shall then be totaled. The respondents shall be ranked numerically based on lowest totaled ordinal points first.

Tiebreakers for the Final Ranking shall be applied as follows: firm with the most first place votes, then second place, then third, etc., until the tie is broken, including the lowest ordinal score previously dropped, if needed.

If a Second Tier evaluation is not required, the CSC shall recommend to the ISD Director or designee, in order of preference, no fewer than the three (3) highest ranked firms deemed to be the most qualified, provided no fewer than three (3) firms have responded to the solicitation, and/or have been deemed responsive. The CSC's recommendation, in final ranking order inclusive of any preferences, shall be forwarded to the ISD Director or designee for consideration as to order of preference, and request for approval to negotiate a contract for the solicited services. Upon the ISD Director or designee's approval, the County shall enter into negotiations with the recommended firm(s).

If a Second Tier evaluation is required, the CSC shall shortlist and invite no fewer than three (3) firms, provided that three (3) firms have responded to the solicitation and have been evaluated in the First Tier process.

All selections shall be presumed to proceed to Second Tier evaluation unless (1) it is a continuing services contract with a value of less than \$540 million for engineering contracts, or \$2 million for architecture contracts, or (2) the User Department recommends that the contract be awarded after the First Tier evaluation and the contract is less than the values stated in (1) above. The NTPC shall state if the selection will not proceed to a Second Tier. The CSC, by majority vote, may waive the Second Tier evaluation process, and recommend to the ISD Director or designee that a contract be negotiated with the highest ranked responsive and responsible proposer(s) based solely on the evaluation results of First Tier.

First Tier scores will not be utilized or transferred to Second Tier evaluation/selection process.

B. Second Tier Evaluation

Second Tier evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee. A Second Tier evaluation will generally be comprised of a written proposal and/or an oral presentation as determined by the ISD Director or designee and communicated in writing to the shortlisted proposers. The first place ranked firm as a result of the First Tier evaluation will be scheduled for the latest oral presentation time. All other times will be scheduled in reverse order based upon the time that the First Tier proposal was submitted based on a random drawing conducted by ISD at the conclusion of the First Tier meeting. The CSC shall evaluate the firms based upon the criteria listed below.

Selection Criteria:

1. **~~First~~Second-Tier Selection: (Maximum 100 points)**

- a. **Criterion 1B: KNOWLEDGE OF PROJECT SCOPE** (Minimum of 1 point - Maximum of 50 points)

Evaluation of the respondent's understanding of the proposed scope of work which may include, but not be limited to, studies performed that affect this project, key design elements (a design scheme may be required), effects on the community involved, and awareness of the permitting requirements including health and safety applicable to the project's scope.

- b. **Criterion 2B: PROPOSER'S PROJECT STAFFING APPROACH** (Minimum of 1 point - Maximum of ~~4~~50 points)

Evaluation of the respondent team's approach to the project, including an evaluation of the expertise of the prime and subconsultants. Respondent's approach to sustainable design principles and implementation of LEED requirements, as applicable. Evaluation of the firm's management approach to the proposed scope of services to include staffing levels assigned to the project experience in scheduling projects, systems utilized to keep track of the project schedule, cost control, quality assurance, and quality control, as well as tools and methods employed to avoid cost overruns and project delays.

- c. **Criterion 3B: USE OF LOCALLY HEADQUARTERED FIRMS/BUSINESSES** (Minimum of 0 points – Maximum of 5 points)

Points shall be awarded for the percentage of contract value assigned to locally headquartered businesses as set forth in the table below:

| | |
|---------------------------|-----------------|
| <u>< 5% LHB</u> | <u>0 points</u> |
| <u>5% to <15% LHB</u> | <u>1 point</u> |
| <u>15% to <25% LHB</u> | <u>2 points</u> |
| <u>25% to <35% LHB</u> | <u>3 points</u> |
| <u>35% to <45% LHB</u> | <u>4 points</u> |
| <u>45% and over LHB</u> | <u>5 points</u> |

Locally headquartered prime businesses may only earn three (3) of the total points on account of being a LHB. If the prime firm is a locally headquartered business, that has been awarded 3 points, that prime firm shall perform a minimum of 50% of the contract.

Points awarded for locally headquartered businesses shall be performed by County staff in advance of the first tier meeting, but not revealed to the CSC until scoring is submitted.

d. Criterion 4B: LOCAL PREFERENCE (5 points)

One point shall be awarded for each full 10% of contract value designated for locally headquartered firms. Locally headquartered prime firms may only earn three of the total points.

| | |
|---------------------------|-----------------|
| <u>10% to <20% LHB</u> | <u>1 point</u> |
| <u>20% to <30% LHB</u> | <u>2 points</u> |
| <u>30% to <40% LHB</u> | <u>3 points</u> |
| <u>40% to <50% LHB</u> | <u>4 points</u> |
| <u>50% to <60% LHB</u> | <u>5 points</u> |

Points awarded for locally headquartered firms shall be performed by County staff in advance of the first tier meeting, but not revealed to the CSC until scoring is submitted

Each CSC member shall assign qualitative points on each respondent's evaluation report in accordance with the established evaluation criteria factors as denoted above. Any ties on an individual CSCs scorecard must be resolved by the individual CSC member prior to continuing the selection process and finalization of the ranking. In situations where Local Certified Service-Disabled Veteran Business Enterprise Preference and/or Local Preference are applicable, then they shall be applied to the CSC member's total qualitative score, in accordance with Sections 2-8.5, 2-8.5.1, and 2-10.4 of the Miami-Dade Code. The County Mayor or the Mayor's designee shall apply local preference and local disable veteran preference, as applicable, to the total qualitative scores from each individual CSC scorecard prior to ordinal ranking. The qualitative points for each responded taking into account local preference and disable veterans preference shall then be totaled and converted to an ordinal score in each CSC member's scorecard.

ISD staff shall record the totals (adjusted qualitative and ordinal scores) for each respondent and read the information into the record. The highest numerical (lowest rank) ordinal scores per respondent shall be dropped. The remaining ordinal scores awarded by each of the CSC members for each respondent shall then be totaled. The respondents shall be ranked numerically based on lowest totaled ordinal points first.

Tiebreakers for the Final Ranking shall be applied as follows: firm with the most first place votes, then second place, then third, etc., until the tie is broken, including the lowest ordinal score previously dropped, if needed.

The CSC shall recommend to the ISD Director or designee, in order of preference, no fewer than the three (3) highest ranked firms deemed to be the most qualified, provided no fewer than three (3) firms have responded to the solicitation, and/or have been deemed responsive. The CSC's recommendation, in final ranking order inclusive of any preferences, shall be forwarded to the ISD Director or designee for consideration as to order of preference, and request for approval to negotiate a contract for the solicited services. Upon the ISD Director or designee's approval, the County shall enter into negotiations with the recommended firm(s).

C. PSA Contract Negotiations

The County Mayor or County Mayor's designee shall select, in order of preference, from the firms recommended by the CSC, the firm with whom the County shall enter into negotiations for each proposed contract award. For all Lump Sum Cost or Cost Plus a Fixed Fee contract in excess of one hundred and fifty thousand dollars (\$150,000), the County shall require the firm receiving the award to execute a Truth-In-Negotiation Certificate as mandated by Chapter 287 of the Florida Statutes. Negotiations shall be conducted as follows:

1. The County Mayor or County Mayor's designee will appoint a negotiation committee with the necessary expertise to assist in negotiations. Two (2) members shall be representatives of the client department, and an ISD or County procurement professional shall be the non-voting chairperson of the negotiation committee charged with facilitating the negotiations. The client department may request that the County Mayor or County Mayor's designee appoint specific individual(s) who are experienced and knowledgeable with the subject matter. The negotiation committee shall negotiate a PSA with the highest ranked, qualified firm.
2. Should the negotiation committee be unable to negotiate a mutually satisfactory PSA, negotiations with that firm shall be formally terminated by ISD. The Negotiation Committee shall proceed to negotiations with the next highest ranked firm until a satisfactory agreement is achieved. Upon failure to negotiate an agreement, the County Mayor or County Mayor's designee may reject all proposals and re-advertise the project.

D. PSA Contract Award

Upon successful negotiation of a PSA, the client department shall prepare the Contract Award Recommendation (CAR) memorandum along with supporting documents, and forward to the OMB for certification of funding availability. If the base contract amount differs from the client department's base estimated cost by more than ten percent (10%), then the client department shall justify the variance in the CAR.

Upon approval of the CAR by the Board, County Mayor, or County Mayor's Designee, the CAR shall be filed with the COB.

E. Rejection of All Respondents

If either the selection process or negotiations fail to result in a contract award, the client department shall prepare a memorandum addressed to the County Mayor to request rejection of all proposals. The rejection shall be filed with the COB, upon approval by the County Mayor County Mayor's designee.

F. Professional Services Agreement (PSA)

The ISD Director shall maintain, and update periodically, a form PSA. At a minimum, the PSA shall:

1. Require professional services firms to register with the County and maintain an active registration throughout the term of the contract;
2. Require professional services firms to provide all documents required by applicable County legislation;
3. Require professional services firms, and all members of contracting teams, to maintain active technical certifications in the required categories for the project throughout the term of the contract, and submit current paid and award records for all County contracts

The PSA shall provide that the County may audit vendor's compliance with the County's requirements at any reasonable time. The PSA shall also provide a reasonable cure period for any curable violations of County requirements

G. Managing the Professional Services Agreement

PSAs typically consist of a series of deliverable items with scheduled due dates on each. The key to a successful project is good planning and documentation. As such, a pre-work conference shall take place between the selected prime consultant and the County's project manager to outline expectations and review reporting and billing procedures. Minutes of this meeting shall be retained in the project file. It is important to closely monitor the consultants' performance and adherence to schedules, as well as, monitoring quality and the need for rework. To ensure that the project manager and the prime consultant have a clear understanding of the work product, all service orders, revisions, and instructions must be in writing, including the method of payment calculation and schedule of deliverables.

Client departments shall collect and submit copies of utilization reports for all awarded PSAs as required by the County's projects and procedures. Project invoices may be placed on hold until utilization reports are submitted by the prime consultant.

Client departments shall complete at a minimum, a performance evaluation report for each PSA. One (1) evaluation shall be completed per year, and a final performance evaluation report within thirty (30) calendar days of issuing the Certificate of Completion, or on an as-needed basis, if performance is substandard. PSA shall include language advising the firm(s) that a performance evaluation of the services rendered shall be prepared by the client department and utilized by the County as an evaluation criterion for future solicitations.

Firms shall have the right to review their performance evaluations report and submit a notice of appeal letter, and a detailed rebuttal of the ratings contained therein, within thirty (30) days of the issuance date of evaluation. If any performance evaluation is appealed by the applicable firm, then the County shall not utilize that evaluation when selecting a consultant until the appeal process has been resolved.

Amendments to the PSA shall be prepared by the client department.

H. Methods to Acquire Continuing Contracts for Professional Services

Professional services requests that are below the threshold for continuing contracts are procured through the use of Equitable Distribution Program (EDP) in accordance with all the procedures of the Consultants' Competitive Negotiation Act, as defined in Section 2-10.4(1)(f) of the Code, and Florida Statutes, Section 287.055.

1. Equitable Distribution Program (EDP)

ISD is responsible for the implementation and administration of this Program. The County Mayor or his/her designee is delegated the authority to award EDP Professional Service Agreements to eligible participants.

The EDP establishes a structured process to procure and distribute A&E consulting services assignments to eligible EDP participants and certified Small Business Enterprise Architecture and Engineering (SBE-A/E) firms. Assignments will be distributed through one of the two rotational pools; a set-aside for SBE-A/E EDP participants and an open competitive rotational pool pursuant to the availability of SBE-A/E eligible to meet the assignment requirements.

The EDP SBE-A/E rotational pool is designed to maximize opportunities to small businesses to be selected for design and consulting services for a scoped project, or a number of projects with similar scopes pursuant to their technical expertise, award and payment history with the County.

The EDP open competitive rotational pool may be utilized when a service assignment is federally funded, grant funded, or state funded or when 100% SBE-A/E set-aside is not attainable due to unavailability of three or more consultants that hold the required technical expertise.

Each EDP assignment cannot exceed the threshold(s) established by Florida Law for a continuing contract. Currently, these thresholds are \$200,000 for studies, or the value of design services required to support a single project, or a number of projects with the same scope and specified locations where the construction cost(s) does not exceed \$2 million.

Entry into the program does not represent a contract between Miami-Dade County and any participant, but rather an acknowledgement that a participant satisfies the qualification criteria required for membership.

Eligible consultants must meet the following EDP qualifications requirements:

a. Qualification criteria

- i. The firm is required to be a in Locally Headquartered Business. ~~for a minimum of one (1) year, except where funding restrictions apply, firms will be required to have a place of business in Miami Dade County (MDC) for a year or more as evidenced by the firm's local business Tax Receipt issued by the MDC tax collector.~~
- ii. A business owner, alone or as a member of a group, shall own or control only one (1) firm, including affiliates.
- iii. An individual design professional can only qualify one (1) firm pursuant to the respective Licensing Governing Boards of the State of Florida.
- iv. As part of the EDP membership application, firms are required to submit an affidavit confirming three (3) years of awards and payments made by MDC. Firms are required to submit payment reports on an ongoing basis to the County Departments that manage each assignment for all new and existing contracts with active service orders.
- v. Upon written notice, a firm shall execute the EDP agreement and submit the required documents and insurance certificates within ten (10) calendar days. Failure to comply may result in forfeiting the assignment.

b. Program Participation

- i. After gaining admission into the program, each firm shall be ranked in accordance with the rotation ranking formula in all of the MDC technical categories the firm holds.
- ii. Each firm's position in the ranking is based on its technical certification categories and the firm's rotational value (RV). The RV is established by a firm's three year award and payment history ("Compensation Amount"). ~~For the purpose of establishing position, firms qualified a Locally Headquartered shall have their Compensation Amount reduced by twenty five percent (25%) and firms qualifies a SBE shall also have their Compensation Amount reduced by twenty five percent (25%). The evaluation reduction is cumulative for those firms who meet both criteria. The sorting priority for shall, in order of preference be, (i) SBE Tier-1, (ii) SBE Tier-2, (iii) Locally Headquartered and (iv) Time of EDP Entry~~
- iii. When a firm is selected for its first EDP assignment, the firm shall execute the EDP Professional Services Agreement and submit required documents, including but not limited to, insurance certificates, affidavits and membership eligibility

records within ten calendar days from receipt of notification. A firm's evidence of insurance will be required for each service order. Failure to provide the required information within the designated time may cause the firm to forfeit pending service orders.

- iv. EDP participants acting as a prime or sub-consultant are subject to Section H -Sanctions for Contractual Violations and Section I - Administrative Penalties for failure to abide by this IO, the PSA or established program policy and procedures.

c. EDP Work Assignment Procedures

- i. The client department shall submit the work assignment request including a detailed scope of work to ISD for assignment of appropriate design professionals in one of the two EDP rotational pools. The work assignment request (EDP Request Form) must include funding sources and note restrictions by the funding source if the project is supported by a grant.
- ii. ISD shall review the work assignment request(s), verify the prime technical certification categories required for the scope of work and any additional technical certification categories or specialty requirements that may be needed to complete the scope of work. ISD will determine the next available three (3) primes and four (4) sub consultants per supporting technical certification category, based on their position in the EDP shall be provided to the client department.
- iii. Client departments shall review the qualifications of the next available prime firms and select the most qualified firm. The selection process may include review of submitted qualifications and telephone interviews. The client department must document the factors utilized to determine the most qualified firm. If a prime firm is certified in all of the required technical certification categories, it may perform the required services with its own work force otherwise the prime shall select EDP sub consultants from the top of the rotation. Upon the firm(s) acceptance of the offer of work assignment, the names of the prime firm and sub consultants shall be forwarded to ISD.
- iv. ISD shall conduct surveys when a client department has an assignment that requires specific funding requirements and/or a consultant with unique expertise. In these instances, qualified respondents will be considered in the order of ranking according to the EDP RV.

- v. If negotiations with the qualified respondent fail, the client department shall notify ISD and begin negotiations with the next qualified firm according to RV. This process will continue until a successful agreement is reached.
- vi. If the client department determines that the next available firm(s) is not qualified to perform the services, the client department shall provide (in writing to ISD) an explanation for the disqualification.
- vii. ISD may, upon the written request of the client department director or assistant director, hire a specific firm qualified in the required technical expertise area for a specific project, when deemed in the best interest of the County.
- viii. ISD shall also have the authority to limit the client department's timeframe to obtain acceptance of work assignments, request additional firms and/or negotiate a service order.
- ix. Simultaneous with the completion of the service order and submittal of final payment requests, the client department shall forward to ISD the EDP Closeout Report and the performance evaluation.
- x. In the event that any service order shall be cancelled or changed, the client department shall forward such notification, along with a copy of the change or cancellation notice to ISD.

2. Continuing Services Contracts

Other continuing services contracts, as defined by the Florida Statutes, Section 287.055 may be utilized by departments provided that they are approved by the ISD Director or designee and are in the County's best interest. These contracts shall be used conservatively based upon sound business rationale in accordance with Florida Statutes, Section 287.055.

3. Design-Build Contracts

ISD shall be responsible for the County's procurement of design-build services with the coordination of the client departments. Design-build solicitations shall comply with Florida Statutes, Section 287.055. The following is applicable to the design-build process:

Design Criteria

- a. The design criteria package shall be prepared by a design criteria professional with the following qualifications:
 - i. A firm who holds a current certificate of registration under FS Chapter 481 to practice architecture or landscape

architecture, or a firm who holds a current certificate as a registered engineer under FS Chapter 471 to practice engineering and who is employed by/or under contract to the agency for the provision of professional architectural, landscape architectural, or engineering services in connection with the preparation of the design criteria package.

- b. The design criteria professional shall be responsible for the following, including but not limited to:
 - i. Preparing the design criteria package for the design and construction of the public construction project.
 - ii. Reviewing responses submitted by the design-build firms for compliance with the design criteria.
 - iii. Assuring compliance of project construction and design criteria package, by supervising and approving the detailed construction documents of the project.
 - iv. Evaluating the construction project's compliance with the design criteria package.
- c. The design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.
- d. The design criteria package shall contain any other items as required by procedures, laws, ordinances, or prevailing circumstances.

Design-Build Evaluation/Selection

- a. The selection for design-build services is based on a two-step process:
 - i. Step 1 is the evaluation of a design-build team's qualifications based on the teams' completed submittal. The CSC will attempt to qualify no fewer than three (3) responsive and responsible firms, and by majority vote will determine the maximum number of responsive and responsible firms to advance to Step 2.
 - ii. Step 2 is the evaluation of the Technical and Price Proposals from those Advancing Firms who choose to offer a responsive and responsible proposal.
- b. In the event the County receives fewer than three (3) proposals, or fewer than three (3) Design-Builders are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible. Said action may be taken provided the County has conducted an analysis of market availability for subject services and determined, in its sole discretion, that there is no further market availability or immediate interest to provide subject services. Furthermore, in the event the County receives fewer than three (3) proposals, the County in its sole discretion may extend the Step 1 submittal deadline date, provided proposal(s) have not been opened. For instances where time may remedy the deficiency in responses, the County may proceed without conducting any further market study after extending the submittal deadline date.

Step 1 Selection Criteria

- a. Step 1 evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee.

1. Step 1 Selection: (Maximum 100 points)

Each CSC member shall complete his/her evaluation form for each proposer based on the following selection criteria:

Criterion 1A - QUALIFICATIONS OF FIRMS INCLUDING THE TEAM MEMBERS (Minimum of 1 point - Maximum of 50 points)

Evaluation of the Design-Builder's team qualifications, experience and availability of key personnel, and demonstrated project experience relative to this project.

Criterion 2A - KNOWLEDGE AND PAST EXPERIENCE OF SIMILAR TYPE PROJECTS (Minimum of 1 point - Maximum of 25 points)

Evaluation of the Design-Builder's understanding of the scope of work, and experience on previous similar type projects such as key design elements, understanding and awareness of the permitting requirements involved with the project, and health and safety programs, as applicable.

Criterion 3A - PAST PERFORMANCE OF THE FIRMS (Minimum of 1 point - Maximum of 20 points)

Evaluation of firms based on performance and timely submission of deliverables on past projects. CSC members are required to review all Consultant/Contractor PPE reports available in the County's database.

Criterion 4A - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY (Minimum of 1 point - Maximum of 5 points)

Evaluation of Design-Build team's communication ability, commitment to satisfy the County's requirements, and familiarity with County guidelines.

- b. ISD shall monitor the qualitative points assigned to each firm by the individual CSC members. A justification of their qualitative points will be requested for any variation in excess of thirty-three percent (33%) below or above the average score, assigned per criteria, or any identifiable deviation not in adherence with the applicable selection criteria. The CSC members will be asked to explain the disparity and afforded the opportunity to modify his/her score to eliminate the disparity or deviation. Any and all disparities/deviations must be addressed independently prior to continuing the selection process and finalizing the ranking
- c. At the conclusion of the evaluation, scores will be totaled to yield the total qualitative points.
- d. If LVP is applicable, it will be applied in accordance with Section 2-8.5.1 of the Code, and shall be applied to the total qualitative points for each LVP firm. Application of such will result in the total adjusted qualitative points.
- e. If LVP is not applicable, the total qualitative points shall be the resultant total adjusted qualitative points.
- f. If Local Preference is applicable, it shall be applied in accordance with Section 2-10.4 of the Code. Five (5) points will be added to each local firm's total adjusted qualitative points The County Mayor

or County Mayor's designee shall apply local preference to determine the Final Ranking.

- g. The qualitative points for each responded taking into account local preference and disabled veterans preference shall then be totaled and converted to an ordinal score in each CSC member's scorecard.
- h. ISD staff shall record the totals (qualitative and ordinal) for each respondent and read the information into the record. ~~The lowest ordinal scores per respondent shall be dropped.~~ The remaining ordinal scores awarded by each of the CSC members for each respondent shall then be totaled. The respondents shall be ranked numerically based on lowest totaled ordinal points first.
- i. Step 1 scores will not be utilized or transferred to the Step 2 evaluation/selection process.
- j. Only those advancing firms from Step 1 evaluation/selection process will be eligible to offer a responsive and responsible technical and price proposal in the Step 2 – Evaluation of Technical and Price Proposal process.
- k. Only Advancing Firms found to be responsive at the Step 1 evaluation/selection process will participate in Step 2 oral presentations, which will consist of the Design-Builder team presentation followed by a question and answer period.

Step 2 Selection Criteria

- a. Step 2 evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee

1. Step 2 Selection: (Maximum 100 points)

Each CSC member shall complete his/her evaluation form for each proposer based on the following selection criteria:

Criterion 1B - PROJECT DESIGN APPROACH (Minimum of 1 point - Maximum of 40 points)

Evaluation of the project concept offered in the proposal including, but not limited to, the evaluation of design, including, but not limited to aesthetics, functionality, efficiency, and overall compliance with the County's objectives and requirements defined in the design criteria package.

Criterion 2B - PROJECT CONSTRUCTION APPROACH
(Minimum of 1 point - Maximum of 40 points)

Evaluation of the constructability, phasing of the work, staging and sequencing, managerial approach, environmental control methods, work quality control, safety and construction schedule, overall effects on the community, understanding and awareness of permitting requirements of all authorities having jurisdiction, and adherence to County's construction objectives and requirements as set forth in the design criteria package.

Criterion 3B - ABILITY TO PROVIDE REQUIRED SERVICES WITHIN TIME AND BUDGET (Minimum of 1 point - Maximum of 20 points)

Evaluation of the Design-Builder's overall management approach, including experience in scheduling projects, systems that will be utilized to keep track of the project schedule, cost control, quality assurance, quality control, issues and methods employed to avoid cost overruns and project delays, and Design-Builder's capability to provide the appropriate personnel and equipment to efficiently carry out the requirements of the work. Evaluation of the Design-Builder's team approach to the project, including an evaluation of the expertise of the prime, subconsultants and subcontractors.

ISD shall monitor the qualitative points assigned to each firm by the individual CSC members. A justification of their qualitative points will be requested for any variation in excess of thirty-three percent (33%) below or above the average score, assigned per criteria, or any identifiable deviation not in adherence with the applicable selection criteria. The CSC members will be asked to explain the disparity and afforded the opportunity to modify his/her score to eliminate the disparity or deviation. Any and all disparities/deviations must be addressed independently prior to continuing the selection process and finalizing the ranking

At the conclusion of the evaluation, scores will be totaled to yield the total qualitative points.

If LVP is applicable, it will be applied in accordance with Section 2-8.5.1 of the Code, and shall be applied to the total qualitative points for each LVP firm. Application of such will result in the total adjusted qualitative points.

If LVP is not applicable, the total qualitative points shall be the resultant total adjusted qualitative points.

~~The qualitative points for each responded taking into account local preference and disable veterans preference shall then be totaled and converted to an ordinal score in each CSC member's scorecard.~~

Price Proposal and Bid Bond

Upon completion of Step 2 scores, the sealed envelopes containing the price proposal and bid guarantee shall be opened and read into the record. The Design-Builder's proposed price will then be divided by its respective total Step 2 scores, to obtain the adjusted bid. Local preference will be applied to the adjusted bid in accordance with Sections 2-10.4 of the Code, if applicable. In the event of an adjusted bid tie, the tie shall be broken by the respondent having the highest total qualitative points for criteria 1B, 2B, or 3B, respectively.

Recommendation to the ISD Director or Designee to Initiate Negotiations

ISD's staff shall prepare a report to the ISD Director or designee with the CSC's final recommendation for negotiation of a contract with the responsive and responsible Design-Builder with the lowest adjusted bid, inclusive of local preference and tiebreakers, if applicable. The three (3) responsive and responsible Design-Builders (if three (3) such Design-Builders submitted a technical and price proposal) with the lowest adjusted bids will be recommended to the ISD Director or designee, in order of preference, for his/her review and concurrence. In the event that the County, in its discretion, determines that the lowest adjusted bid does not represent the best value to the County, the Design-Builder representing the best value shall be ranked higher. This re-ranking shall be reserved to instances where; a) the price is determined to be artificially low and not reflective of the true anticipated project cost; b) the Design-Builder through its submission and/or price appears to have misunderstood the scope of the project or the required services; c) there is a large price discrepancy between responsive and responsible Design-Builders, where the County determines that it may receive the necessary services at a much lower price; and d) upon application of such other factors as the CSC may set forth in writing, the County effectively determines that the re-ranking is in the best interest of the County. The firm with the lowest adjusted bid, or the firm providing the best value to the County, shall be recommended for negotiations. Upon the ISD Director or designee's approval, the County shall enter into negotiations with the recommended Design-Builder.

Negotiations

The ISD Director or designee will appoint a negotiation committee with the necessary expertise to assist in negotiations. A County procurement professional shall be the non-voting chairperson of the negotiation committee charged with facilitating the negotiations. The client department may request that the ISD Director or designee appoint specific individual(s) who are experienced and knowledgeable with subject matter negotiation. The negotiation committee shall negotiate a Design-Build Contract with the highest ranked, qualified firm.

Should the negotiation committee be unable to negotiate a satisfactory Design-Build Contract, negotiations with that firm shall be formally terminated and negotiations initiated with the next highest ranked firm in order of ranking until a satisfactory agreement is achieved. Upon failure to negotiate an agreement, the County Mayor or County Mayor's designee or ISD Director or designee, as applicable, may reject all proposals.

Responsibility reviews, if applicable, will be conducted following the CSC Step 2 recommendation and prior to forwarding the recommendation for award to the County Mayor or the County Mayor's designee.

4. Construction Manager-at-Risk (CM-at-Risk)

The CM-at-Risk method of contracting is typically applied to highly complex projects where the value of obtaining expert oversight of the design phase and contracting phase justifies such contracting method. The ISD Director or designee shall review and approve the use of the CM-at-Risk contracting method prior to the initiation of a RTA.

As part of the RTA, the client department shall include the specification criteria along with an explanation identifying the reason for using CM-at-Risk.

I. Sanctions for Contractual Violations

The County may terminate a contract, or require the termination or cancellation of the sub-consultant contract if the respondent or any sub-consultant(s) violates Article VII of Chapter 11A-Discrimination, of the Code. A violation by a respondent or sub-consultant, or failure to comply with this IO, may result in the imposition of one or more of the following sanctions:

1. Suspension of any payment or part thereof until such time as the issues concerning compliance are resolved.
2. Termination, suspension, or cancellation of the contract in whole or in part, as provided for in the applicable contract.
3. In the event that a firm attempts to comply with the provisions of this IO through fraud, misrepresentation, or material misstatement, or is found to have committed such acts, the firm and its principals may be suspended, debarred or subjected to criminal prosecution based on the specific circumstances.
4. As a further sanction, the County Mayor or County Mayor's designee may impose any of the above stated sanctions on any other contracts or sub-consultant contracts the firm has with the County. In each instance, the firm shall be responsible for all direct and indirect costs associated with such termination, cancellation, suspension, or debarment.
5. Some of the violations that may result in the imposition of the sanctions listed above include, but are not limited to, the following:

- a. Failure to comply with pre-qualification requirements, not reporting organizational and operational changes, providing inaccurate or false information, and other related violations.
 - b. Deviation from any compliance agreement related to the County's small business programs or other material failure to comply with program requirements.
 - c. Modifications to scope of work, contract terms and/or fees of a subcontractor and/or subconsultant without prior approval from the County, where the same affects the County's small business programs.
 - d. Sub-contracting work to a non-EDP member without written authority of the County.
 - e. Sub-standard quality of work as evidenced by revisions to design required due to lack of compliance with building codes required and re-submittal of plans for dry-run permitting.
6. All firms performing work for Miami-Dade County are subject to evaluation as provided for in the professional service agreement or under the rules of AO 3-42, Evaluation and Suspension of Contractors and Consultants.

J. Administrative Penalties

The County Mayor or County Mayor's designee may deem a firm ineligible to participate in County contracts for a specified period of time, not to exceed five years, for violation of, or non-compliance with this IO, proposal(s), and/or consultant selection documents. Subject ineligibility is applicable to an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses.

K. PSA Support Functions

In addition to the functions outlined in SECTION II, ACQUISITION OF PROFESSIONAL SERVICES, ISD shall:

1. Maintain consultant performance evaluation records for consideration of County departments or selection committees.
2. Conduct workshops for employees participating in the County's CSC pool to describe the role and responsibilities of members and review pertinent legislation affecting the selection process.
3. Record the client department's utilization of authorized continuing contracts to monitor fair and equitable utilization.
4. Administer the Equitable Distribution Program (EDP) including the review of service orders and the appropriate selection of firms.
5. Administer the Miscellaneous Construction Contracts (MCC) including the review of the emergency pools.

6. Administer the Pre-Qualification process for architectural, engineering, landscape architecture, land surveying and mapping firms and provide related information to ISD.
7. Administer the pool of County employees available to serve on the CSC. Update the CSC membership roster bi-annually.
8. Review proposals for pre and post compliance with participation measures, requirements and issuance of performance memorandums.
9. Provide work history, data and reports to ISD reflecting the amount awarded, and or paid to the prime and sub consultants for selection ranking and/or EDP rotation.

SECTION III - CAPITAL CONSTRUCTION CONTRACTING

POLICY:

This section of the IO governs capital contracts and the expedite process authorizing the County Mayor or County Mayor's designee to advertise, negotiate and award uncontested contracts for funded capital improvement construction projects and certain unanticipated funded capital repair or rehabilitation projects as well as qualifying professional service agreements.

PURPOSE:

Section 2-8.2.7 of the Code, as amended, authorizes the County Mayor, subject to Board ratification, to approve and expedite capital projects authorized therein. Eligible projects and contracts may include:

1. Approved funded capital construction projects involving the expenditure of more than \$500,000 where no protest is filed within the timeframe specified in Section 2-8.4 (b) of the Code, and all associated professional service agreements.
2. The negotiation and settlement of contractor claims, change orders issued for additional work and amendments/modifications to professional service agreements, if specified in the bid specifications and the contract document. Change orders and amendments/modifications shall not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and shall not exceed fifteen percent (15%) of the contract price in the cumulative percentage amount, unless related to environmental remediation or health requirements.

The County Mayor or County Mayor's designee is authorized by the Code, Section 2-8.1(b) to advertise for bid, award, and reject bids or proposals for contracts and purchases when the transaction involves the expenditure of five hundred thousand dollars (\$500,000) or less without the need for further action by the Board.

All eligible capital construction contracts shall be processed utilizing this procedure and standard forms developed by ISD. Contracts deemed controversial in nature or holding special interest to the Board, shall be processed as a Board Agenda item.

A. Request to Advertise (RTA) for Covered Services

County departments shall request general construction services under Florida Statutes, Section 255.20, applicable County ordinances, resolutions and administrative orders. General construction services, valued up to \$5 million, shall be procured through the MCC, without an RTA. ISD may identify other opportunities for continuing contract services to address the needs of the client departments when in the County's best interest. When general construction services are required in excess of the above-mentioned threshold, the client departments shall:

1. Develop a draft RTA based on the project and associated sites, pursuant to the County's Capital Budget and Multi-Year Plan, or the funding authority and approval allocated for the project;
2. Pursuant to Section 2-10.4 of the Code, submit project's relevant data for SBD's consideration to establish contract measures or set aside as deemed appropriate;
3. Finalize the RTA and forward it to the OMB to certify funding availability;
4. Upon certification from OMB that funding is available, and establishment of project goals by SBD, the client department shall prepare a complete package, along with a detailed scope of work and submit to the client department's director for approval. Scope of services may differ significantly based on the nature and complexity of the desired construction contract.
5. Approval by the County Mayor or County Mayor's designee shall constitute concurrent approval of the measures established by SBD. Upon receipt of approval, the client department shall file the RTA with the Clerk of the Board.

Client Departments shall:

1. Include a "Termination For Convenience" clause in the bid specifications and contract document.
2. Utilize the standard bid specifications and contract documents, which include a clause indicating the County Mayor may negotiate and settle contractor claims, issue change orders for additional work and amend/modify PSAs, which do not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and do not exceed fifteen percent (15%) of the contract price in the cumulative percentage amount or the criteria established in Section 2-8.2.7 of the Code of Miami-Dade County, as amended.

3. Ensure that all contingency and allowance accounts conform to the requirements of the Code, Section 2-8.1(h) as amended.
4. Notify SBD and ISD of changes in scope of work subsequent to approved application of a small business enterprise (SBE) measure and prior to advertisement. SBD shall review the change and determine whether the contract requires further review to reconsider the assigned SBE measure.
5. Notify SBD and ISD of any contract advertisement dates that are in excess of one hundred and twenty (120) days of the initial review and approval of SBE measure allowing SBD to identify any changes in availability. After six (6) months, all contracts should be resubmitted to SBD to establish current availability.

Construction Contract Award

1. Upon opening of bids, the client department shall obtain verification of contractor compliance with the SBE-CONST program, prepare the CAR with the selected bidder, and forward it to OMB for certification of funds availability.
2. If the contract award recommendation amount differs from the client department's estimated cost provided in the RTA by more than ten (10%) percent (above or below estimate), the client department shall justify the variance in the Project Memorandum. Larger variances shall require additional explanation and support including a statement from the design engineer or architect.
3. Once funding is approved, the client department shall prepare a package including the Award Recommendation, the SBD Compliance Review Report, the Bid Tabulation, the SBD Project Worksheet, the OMB approval, the Project Memorandum with the approval of the County's Attorney's Office as to legal sufficiency, and any other relevant documentation. The complete package shall be submitted to the County Mayor's Office for review and further processing before scheduling the CAR for inclusion on the committee and Board agendas.
4. ISD shall review the package and submit a recommendation to the County Mayor's Office for final review and approval.
5. Upon approval by the County Mayor or County Mayor's designee of the award recommendation, ISD shall file the documents with the Clerk of the Board and forward a copy to the client department to notify all firms of the award recommendation for the project and proceed with the contract award. The award recommendation shall not constitute an executed contract until approved by the Board or executed by the County Mayor under the authority granted by the Board.

6. If a protest is filed with the Clerk of the Board within three (3) calendar days of filing the documents approved by the County Mayor, existing procedures for processing bid protests shall govern. The filing of a protest nullifies the County Mayor's approval and requires the client department prepare and submit a formal Board Agenda item unless the Hearing Examiner concurs with the County Mayor's recommendation.
7. Upon expiration of the bid protest period without a bid protest being filed, the client department shall proceed with the execution of the contract. The client department shall forward a copy of the executed contract package to ISD for the County Mayor's execution.
8. If the project is listed on the ESP list of approved project, or was advertised pursuant to Section 2-8.2.7 of the Code of Miami-Dade County or any other expedited ordinance, ISD shall prepare a Project Ratification List on a quarterly basis and present it to the appropriate committee for approval and subsequent submission to the Board for ratification.
9. In the event that all bids are rejected, the client department shall prepare a Request to Reject all Bids and Authorization to Re-Advertise for Bids, including detailed justification for rejection of all bids and the rationale to re-advertise without modifying original specifications. If the reason for rejection is related to the allotted budget for the particular project, the client department should demonstrate changes that would affect pricing.
10. The client department shall forward the Request to Reject all Bids to OMB for approval and once approved, shall submit documentation to SBD to initiate the re-advertising process following the procedures outlined in this IO.

Execution of Contract Options

If options to extend or increase funding are provided for in the contract, the client department may recommend exercising the contract option as follows:

1. The client department shall prepare the amendment identifying the specific contract and options being executed. The amendment must be signed by the contractor, reviewed and approved by the County Attorney's Office as to legal sufficiency, then submitted to ISD for further processing. If the contract option being executed involves an increase of the contract amount, the client department shall obtain an Increase Rider and an Executed Payment and Performance Bond and submit these forms to ISD along with the amendment.

2. ISD shall review the documentation and submit a recommendation to the County Mayor's Office for final review and approval.
3. Upon approval by the County Mayor, ISD shall file the documents with the Clerk of the Board and forward a copy to the client department.

B. Unanticipated Funded Capital Repair and Rehabilitation Projects

Unanticipated funded capital projects not specified in the Annual Proposed Capital Budget and Multi-Year Capital Plan for fiscal year 1999-2000, or subsequent fiscal years may be included in the expedite process by approval of a resolution by the Board. Upon Board approval, the process shall be as follows:

1. The client department shall submit the project to OMB for approval of funding source and level of funding intended for use on the project.
2. The client department shall prepare the resolution and accompanying documentation for Board approval to process the project(s) under the ESP or any other current expedite ordinance(s), as applicable.
3. Upon Board approval of the resolution, the project may proceed in accordance with the procedures outlined in this IO.

C. Alternative Methods of Acquiring Construction Contracts

1. Miscellaneous Construction Contracts (MCC)

MCCs are developed to obtain competitive, cost-effective, quality construction services for miscellaneous and emergency construction projects, within specified parameters as approved by the Board of County Commissioners. County departments and agencies participating in this type of contract are required to maintain licensed, well-trained, knowledgeable staff to manage these construction activities, unless exempted by the County Mayor. The County Mayor shall ensure that MCCs are utilized as approved by the Board and that work assigned under this type of contract, is fairly and competitively awarded to the targeted business sector. ISD shall implement procedures for MCCs based on, but not limited to, the following criteria:

- a. Each qualified contractor shall submit an application based on the criteria established for each MCC solicitation.
- b. Participating contractors are required to register with the Miami-Dade County Internal Services Department.
- c. A business owner, alone or as a member of a group, shall own or control only one company affiliated in a MCC.
- d. An individual qualifying agent can only qualify one (1) company pursuant to the respective Licensing Governing Boards of Miami-Dade County.

- e. Contractors shall submit and maintain insurance policies as stated in the contract and approved by the General Services Administration, Risk Management Division.
- f. Contractors shall submit all applicable executed responsibility affidavits as required by the County.

Upon qualifying to participate in a Miscellaneous Construction Contract, the contractor shall be listed in all of the trade categories for which the contractor is licensed and certified to perform.

MCC Request for Price Quotation (RPQ)

- a. The client department shall submit the RPQ including a detailed scope of work, required trade qualifications and project cost estimate to ISD.
- b. ISD shall review the RPQ and the noted trade category required for the scope of work, as well as any sub-trade categories or specialty requirements that may be needed to complete the scope of work. Based on the constraints of the specific MCC to be accessed, ISD shall provide the client department a list of eligible participating contractors.
- c. The client department shall review the qualifications of the available contractors and invite all firms provided by ISD as qualified contractors to participate in the invitation to bid.
- d. If the client department determines that the available contractors are not qualified to perform the services, the client department shall provide to ISD a written explanation for the disqualification for the particular RPQ. The client department shall request from ISD additional contractors to invite to bid.
- e. Upon the client department's acknowledgement of the lowest responsive, responsible bidder, a recommended Bid Award and Notice to Proceed and the names of the prime contractor and any subcontractor(s) shall be forwarded to ISD. If a contractor is certified in all of the required trade categories, it may perform the required services with its own work force.
- f. Upon the client department's recommendation of an award, a copy of the award letter shall be forwarded to ISD.
- g. Upon completion of the project and submittal of final payment request, the client department shall forward the certificate of completion and completed performance evaluation to ISD.
- h. In the event that any project shall be cancelled or changed, the client department shall forward such notification to ISD.
- i. The client department shall immediately notify ISD and forward a copy of any notice to cure, notice of non-payment, breach of

contract or any other adverse condition or delinquency notification issued to or by a contractor.

2. **Design-Build** [Refer to SECTION II, H, 3 of this Implementation Order]
3. **Construction Manager-at-Risk** [Refer to SECTION II, H, 4 of this Implementation Order]

SECTION IV - CHANGE ORDERS AND PSA AMENDMENTS/MODIFICATIONS

SCOPE:

This section establishes the procedures for client departments to implement and maintain on a timely basis an internal formalized classifying, tracking, monitoring and reporting system for all change orders or amendments to design and construction projects. Specific construction change order information shall be supplied to SBD and ISD, who shall be responsible for maintaining and integrating this information into a countywide construction award and change order database for quarterly reporting to the County Mayor.

PROCEDURE:

The client department shall prepare a change order for additional work or time extension or an amendment/modification to a PSA, if such authority is specified in the bid specifications or contract, for approval by the County Mayor, subject to Board ratification under a current applicable expedite ordinance(s), for:

1. Compensation for time extensions and contractor claims which shall not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and shall not exceed fifteen percent (15%) of the contract price in cumulative percentage amount.
2. Environmental remediation or health requirements in any amount.
3. Reduction of contract scope and contractor compensation.
4. Granting time extensions without compensation or waiver of liquidated damages.

A. Change Orders and Amendments/Modifications

1. The client department shall prepare a package including the change order, amendment or modification form or electronic facsimile with the appropriate approvals from SBD, OMB and the County Attorney's Office, the change order or amendment/modification memorandum, and the following exhibits: Exhibit "A" SBD Firm History Report, Exhibit "B" Summary of Bids, and Exhibit "C" Detail of Contingency and Contract Usage. The package shall be submitted to ISD for review and further processing.
2. Time-only change orders and amendments that do not include a request for increase of the original contract amount, for projects awarded under a

current applicable expedite ordinance(s), will be processed for approval by the County Mayor or County Mayor's designee.

3. ISD shall review the package and submit a recommendation to the County Mayor's Office for final review and approval. If the County Mayor determines that, based on ISD's recommendation, the change order, amendment or modification is not eligible to be processed under a current applicable expedite ordinance(s), or deems it controversial or holding a special interest to the Board, the documents shall be returned to the client department for processing as a regular Board agenda item.
4. Upon approval by the County Mayor, ISD shall file the documents with the Clerk of the Board and forward a copy to the client department.
5. ISD shall prepare a Project Ratification List under a current applicable expedite ordinance(s), and present it on a quarterly basis, to the appropriate committee for approval and subsequent submission to the Board for ratification.

B. Change Order Memorandum Requirements

Change Order Memorandum requirements shall include, but not be limited to, the following:

1. The original cost estimate for the construction of the project.
2. A copy of the original Bid Tabulation for all bids received for the contract.
3. The time impact to the contract period (in days).
4. The cost impact to the contract value.
5. The classification of the type of change order in at least one of the following categories (multiple classifications are allowed):
 - a. **Regulatory Change:** change caused by revisions in federal, state or local regulations after contract award.
 - b. **Other Agency Requested Change:** change requested by other county, state or federal agency.
 - c. **Design Errors Change:** change caused by design errors on the part of the architect or engineer. The identity of the party believed to be responsible for the design error shall be stated.
 - d. **Design Omission Change:** change to include items necessary for the project that were inadvertently not included in the contract. This type of change differs from Design Errors Change, in that the County would have paid for such items if included in the original bid. The identity of the party believed to be responsible for the design omission shall be stated.
 - e. **County Requested Change:** change caused by revision in the County's programmatic requirements, operational requirements, or occupancy schedule after contract award.

- f. **Unforeseen or Unforeseeable Change:** change such as differing sub-soil conditions, variation in location of hidden or underground utilities, unforeseeable environmental requirements or unavailability of specified product(s) due to manufacturer's discontinuance.
- g. **Force Majeure:** an unexpected or uncontrollable event.
 - 1. Cost Overruns or Underruns: a final balancing change order of those costs, which exceed or fall below the estimated contract amount.
 - 2. The change order number (i.e., Change Order No. 1).
 - 3. The word 'Final' when applicable (i.e., Change Order No. 2 and Final).
 - 4. The history of previous change order requests to the contract.
 - 5. Indication of the timely submittal by the contractor. If the change order was not timely submitted, the following statement should be included in the County Mayor's memorandum: "The contractor did not submit this claim during the time provided in the contract for making claims. The Board of County Commissioners has no legal obligation to consider this claim."
 - 6. The status of the allowance account including the original amount, any increases or decreases and the current balance.

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

As authorized by County Charter Article 5, Section 5.02, these revisions to the IO shall be effective as of _____, 2016.

Carlos A. Gimenez, Mayor