

REQUEST FOR PROPOSALS (STEP 2)

ISD Project No. 14-DBFO-WASD-01

Design-Build-Finance-Operate-Maintain Services

For

South Miami Heights Water Treatment Plant Program

Volume I: Instructions and Proposal Evaluation

Submittal Deadline: **3:30 PM, Local Time, [_____]**

Issued Date: [_____]

Miami-Dade County, Florida
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128

NOT A PROCUREMENT SOLICITATION

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Volume I - Section 1

Background

1.1 Introduction

The Request For Proposals (RFP) for design-build-finance-operate-maintain (DBFOM) services for the South Miami Heights Water Treatment Plant Program (Project) includes three volumes and invites Proposals from the companies included on the short list (Proposers). The Proposers were selected pursuant to the Request For Qualifications (RFQ) process (Step 1) conducted by Miami-Dade County, Florida (County) during the period from [Insert Dates]. The names of the Proposers and the composition of the Proposers and respective Project Teams are listed in Section 1.7. Any change in a Proposer, Guarantor, Project Team Member or Key Personnel is subject to the written approval of the County.

By issuance of the RFP, the County is seeking Proposals for the DBFOM services (Services) over an operating term of 30-years according to the contractual obligations set forth in RFP Volume II and the technical requirements outlined in RFP Volume III. All Proposals must comply with (i.e., must equal or exceed) the technical requirements in RFP Volume III, subject only to proposed deviations presented by Proposer in accordance with the requirements of this RFP Volume I for Alternative Technical Concepts. Such Alternative Technical Concepts may be proposed at the discretion of Proposer, but must be proposed if any deviation in the requirements of RFP Volume III are necessary for Proposer to achieve the Guaranteed Performance Standards or otherwise fulfill the Company's obligations as set forth in the Draft Service Contract in RFP Volume II; provided, however, that no such variation may include less conservative design criteria, any reduction in Project scope, or lower quality or less stringent design, construction, operation, maintenance or performance standards.

Capitalized terms used in this RFP Volume I have the meanings set forth in Section 1.6, the text of this RFP Volume I when first used, and in the Draft Service Contract in RFP Volume II. Please note that Project Team refers to firms collectively, Project Team Member refers to a firm and Key Personnel refers to individuals.

A tentative schedule of critical events is included in **Table 1-1** below and is subject to change at any time at the sole discretion of the County.

Table 1-1 Schedule of Critical Events

Event	Date
1. Step 2 RFP Issued	[Insert Date]
2. Step 2 RFP Deadline for Submission of ATCs	[Insert Date]
3. Step 2 RFP Pre-Proposal (Confidential) ATC Meetings	[Insert Date]
4. Step 2 RFP Deadline for Receipt of Questions	[Insert Date]
5. Step 2 RFP Deadline for Submission of Proposals	[Insert Date]
6. Step 2 RFP Top-Ranked Firm Notified	[Insert Date]
7. Step 2 Service Contract Negotiations	[Insert Date]
8. Step 2 Service Contract Award	[Insert Date]

1.2 RFP Organization

The RFP includes three volumes:

- RFP Volume I – Instructions and Proposal Evaluation
- RFP Volume II – Draft Service Contract
- RFP Volume III.A – Technical Requirements
- RFP Volume III.B – Technical Background and Information

The RFP Volumes II and III contents take priority over this RFP Volume I to the extent that any statement in this RFP Volume I conflicts with any provision of RFP Volume II or III.

This RFP Volume I includes background information about the Project and a general description of the scope of services and related obligations for the Company, and describes the proposal process, the format and content requirements for Proposals, and the criteria and process that will be utilized by the County to evaluate and rank the Proposals. RFP Volume I essentially establishes ground rules and instructions for the preparation, submission and evaluation of Proposals.

RFP Volume II includes a draft of the service contract that would be signed by the County and the Company for the Services as well as some of the appendices for the service contract (Draft Service Contract). Appendices not provided in RFP Volume II will be prepared to incorporate the RFP Volume III Technical Requirements and, to the extent agreed by the County, the selected Proposal and contract negotiations. As noted elsewhere in this RFP Volume I, the Proposal must include the Draft Service Contract with any and all revisions upon which the Proposal is based. Such “mark-up” of the Draft Service Contract (Marked Service Contract) must be complete and in the exact form that the Proposer would be willing to sign if accepted as is by the County.

RFP Volume III includes minimum technical requirements for the design, construction, operation, maintenance and performance of the Project as well as background technical information. Such background technical information does not include any mandatory requirements and may be utilized at the Proposer’s discretion and risk.

1.3 County Objectives

The County’s objectives for delivery and operation of the Project are as follows:

- Quality – Provide and operate raw water production wells, transmission mains and water treatment facilities that reliably produce required quantities of finished water in full compliance with federal and state regulations and County requirements for water quality.
- Cost – Minimize the life-cycle cost (including financing) of the Project.
- Schedule – Achieve the deadline of [Insert Date] for placing the Project in service.
- Risk – Efficiently manage and allocate risk between the County and the Company taking into account the party best able to mitigate project risks.

- Safety – Perform construction, operation and maintenance of the Project in a manner that promotes optimum conditions of safety for all affected persons.

1.4 Proposers

The pre-qualified teams of firms that are invited to submit Proposals in response to this RFP are:

[Insert list of short-listed Proposers]

1.5 Stipend

The County may offer a stipend in the amount of [insert \$ Value] to each Proposer that submits a Proposal determined by the County to be responsive to the RFP requirements and does not enter into the Service Contract (Stipend), unless the failure to enter into the Service Contract is due to a lack of good faith negotiation by Proposer. Payment of the stipend will require Proposer and Project Team Members to (i) grant rights to the County for the use of information contained in its Proposal (including intellectual property) for the Project, and (ii) waive rights to protest any action of the County in connection with this procurement process.

1.6 Applicable Legislation

Attachment A to this RFP Volume I sets forth applicable legislation.

1.7 Defined Terms

The following capitalized words and terms used in this RFP Volume I have the meanings set forth in this Section 1.7. Some of the words and terms below are repeated, for convenience, from the definitions set forth in the Draft Service Contract in RFP Volume II.

- “A/E” means architectural and engineering certified as a vendor capable of transacting business in Miami-Dade County and having a valid Miami-Dade Pre-Qualification Certification.
- “Advancing Firms” means the short-list of Proposers, including Project Team Members, selected by the Competitive Selection Committee to advance to Step 2. (“Advancing Firm” means an individual Proposer included among the Advancing Firms.)
- “Affiliate” means any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or other entity.
- “Alternative Technical Concept” or “ATC” means a proposed deviation from the requirements set forth in RFP Volume III that would result in performance and quality of the Project that is equal to or better than the performance and quality without such deviation.
- “Company” means the legal entity that would be authorized and contractually responsible for performing the Services for the Project and would enter into the Service Contract with the County.
- “Comparative Evaluation Criteria” means the criteria set forth in Section 5 of RFP Volume I.

- “Competitive Selection Committee” or “CSC” as defined in Section 2-10.4 (5) of the Miami-Dade County Code, means the committee appointed by the County Mayor or County Mayor’s designee to evaluate the Proposals and make recommendations to the County Mayor or County Mayor’s designee as to selection and ranking of the Proposals. “County” or “Owner” means Miami-Dade County, a political subdivision of the State of Florida.
- “County’s A/E Coordinator” means the person designated by the County as the primary contact for this solicitation.
- “County Technical Advisor” means the firm CDM Smith Inc.
- “Days” or “days” means calendar days, unless otherwise expressly stated.
- “Draft Service Contract” means the draft service contract and appendices included in RFP Volume II.
- “Guarantor” means the entity that would provide an unconditional guarantee of the Company’s performance of the Service Contract.
- “Key Personnel” means the individuals included in the Proposal who will manage or perform significant portions of the Services for the Company and should include the individual with overall responsibility for the Company’s performance of the Services (General Manager) and individuals in responsible charge of: design (Design Manager); hydrogeologic studies, well design and construction (Hydrogeologist); financing (Finance Arranger); construction (Construction Manager); operation and maintenance (O&M Manager); quality management (QA/QC Manager); permits and approvals (Permitting Manager); and other individuals and positions that may be set forth in the Proposal to supplement or otherwise address specific areas of responsibility.
- “Lead Constructor” means a firm that would be the general contractor for the performance of construction work for all or a portion of the Project. (The Lead Constructor may also be designated as the Design-Builder.)
- “Lead Designer” means a firm that would be the Engineer of Record duly registered under Chapter 481 of the Florida Statutes with responsibility for preparation of the detailed plans and specifications for the construction of all or a portion of the Project. (The Lead Designer may also be designated as the Design-Builder.)
- “Lead Operator” means a firm that would be responsible for operation and maintenance of all or a portion of the Project.
- “Marked Service Contract” means the Draft Service Contract with all proposed modifications in tracked changes submitted by Proposer as part of its Business Proposal.
- “MDWASD” means the Water and Sewer Department of Miami-Dade County, Florida.
- “Non-Responsive” means a Proposer who in the County’s sole discretion has not complied with all of the material requirements outlined in this solicitation, as applicable, and may not be considered for contract award.

- “Project” means the South Miami Heights Water Treatment Plant Program, as more fully described in RFP Volume III.
- “Project NPV Model” means the Microsoft® Excel-based computation spreadsheet provided as Attachment E to this RFP Volume I that calculates the net present values of the proposed Service Fee and proposed Convenience Termination Payments.
- “Project Team” means, collectively, all of the firms set forth in the Proposal (including subconsultants, subcontractors, Proposer, Guarantor, Company, and members, partners, and holders of 10% or more of the shares or controlling interests in the Company).
- “Project Team Member” means a firm included in the Project Team.
- “Proposal” means a proposal submitted in response to the Request for Proposals issued by the County in the Step 2 of this procurement process.
- “Proposal Deadline” means 3:00 PM, local Miami time, on the date set forth in Table 1-1 for submission of Proposals.
- “Proposer” means an Advancing Firm that submits a proposal in response to the Step 2 Request For Proposals.
- “Responsible” means a Proposer who the County affirmatively determines: has the ability, capacity and skill to perform under the terms of the contract; does not have an unsatisfactory record of past performance in County contracting, including abiding by applicable ordinances, resolutions, and other policies of the County; and has a satisfactory record of integrity and business ethics.
- “Responsive” means a Proposer who in the County’s sole discretion has complied with all of the material requirements outlined in this solicitation, as applicable.
- “RFP” means the Request for Proposals and addenda issued by the County in Step 2 to obtain proposals for the Project from the Advancing Firms, including RFP Volume I, RFP Volume II and RFP Volume III.
- “Services” means the full scope of design, permitting, financing, construction, operation, maintenance, renewal and replacement services required to be provided by Company under the Draft Service Contract and the Technical Requirements.
- “Service Contract” means the final contract (including appendices and other contract documents) signed by the County and the Company for the Project.
- “Technical Requirements” means the design, permitting, construction, operation, maintenance, renewal and replacement, and performance standards set forth in RFP Volume III.

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Volume I - Section 2

General Requirements and Instructions

2.1 Effect of Proposal

Submitting a Proposal in response to this RFP shall constitute the commitment of the Proposer, if selected to do so pursuant to the process described in this RFP, to undertake the good-faith negotiation of a Service Contract with the County for the work required to complete the Project with the Team and personnel identified in the Proposal. The Proposer must complete Form [Insert Title], attached hereto identifying the Proposer. The Proposer shall be a legal person, capable of entering into legally enforceable contractual commitments, and otherwise authorized to do business in the State of Florida. The Proposer shall be expressly authorized to make the representations made to the County in the Proposal, including but not limited to the representation that the Team and persons identified in the Proposal are ready, willing and able to perform the Services required for the Project. **The Company may be created after selection to participate in negotiation of a Service Contract but must be in existence before the Mayor or Mayor's designee recommends an award of the Service Contract.**

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

The County Mayor may impose the loss of eligibility to participate in County contracts for a specified period of time, not to exceed five years for an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses for violations of or non-compliance with Administrative Order 3-39, including the falsification of information provided in the Proposal and/or other documents submitted by the Proposer.

2.2 Status of Team Firms and Personnel

Except for the Company, who shall be governed by the provisions of Section 2.1 above, persons and entities identified in the Proposal must be in existence, and duly authorized and licensed to perform the required services, not later than the time the Proposal is submitted. In applying the selection criteria set forth in this RFP Volume I, the Competitive Selection Committee shall be authorized to inquire from Proposers with respect to the existence, legal status, contractual commitment to the Project, licensing and qualifications of any of the proposed members or personnel included in a Proposal, and to consider as a negative factor in the evaluation of a Proposal the Proposer's inability to demonstrate existence, contractual commitment to the Project, active status, licensing or qualifications of any of the firms or personnel proposed as part of the Proposal at the time of submittal. A Proposal identifying firms not in existence, not contractually committed to the Project, or which do not have the requisite status, licensing, or qualifications, may be considered to present a greater risk to the County and scored accordingly.

2.3 Organizational Conflicts of Interest and Advance Restrictions

2.3.1 Policy

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

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

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

Identification of organizational conflict of interest: The person shall be obligated to disclose to the County any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall be in writing, addressed to the Contract Manager identified in the Service Contract specifications. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) or to the Commission on Ethics and Public Trust (COE). The person's failure to identify an organizational conflict of interest, or to disclose the same to the County in the manner set forth in this Section, may be considered a material breach of the Service Contract. Each solicitation shall also require respondents to address the methodology proposed to identify and address any potential organizational conflict of interest,

particularly in those instances where the person offers to use the same subcontractors or subconsultants which firms are engaged in other contracts related to the Project where such use is not specifically prohibited by the advance restrictions set forth below. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the County as a criterion for selection as set forth in the applicable competitive solicitation documents.

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

Measures to address organizational conflicts of interest: The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the Director and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the person or its subcontractors or subconsultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the subcontractor, subconsultant or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific duties to mitigate organizational conflicts of interest, (g) requiring persons who are conflict free to perform identified areas of work, (h) requiring the person to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

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

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

2.3.2 Advance Restrictions

CDM Smith Inc., the County Technical Advisor for the Project, is not eligible for inclusion on a Project Team or for otherwise performing any Services for the Project, Proposer, Company or other Project Team Member. In addition, the following firms have been retained by the County Technical Advisor and likewise are not eligible for inclusion on a Project Team or for otherwise performing any Services for the Project, Proposer, Company or other Project Team Member:

- Architects International, Inc.
- Aylward Engineering and Surveying, Inc.
- Fraga Engineers
- Hazen and Sawyer, P.C.
- Nova Consulting, Inc.

2.4 Teaming Restrictions

Firms must select between submitting as a Proposer or subcontractor/subconsultant when responding to a specific solicitation. All affected Proposals, wherein a firm is in violation of this condition, shall not be considered.

- Proposers electing to submit as a prime may only respond once to a solicitation, limited to participation on a single team. If submitting as a prime, said firm may not participate as a subconsultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions.
- Due to the availability of firms in each of the specified A/E technical certification categories, A/E subconsultants may only participate on three Project Teams when responding to a solicitation.
- There are no teaming restrictions for the following technical certification categories:
 - 9.01: Soils, Foundations and Materials Testing – Drilling, Subsurface Investigations and Seismographic Services
 - 9.02: Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services
 - 9.03: Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services
 - 9.04: Soils, Foundations and Materials Testing – Non-Destructive Testing and Inspections

Please be advised that in the event a firm fails to adhere to the restrictions stated herein and participates in more than the outlined maximums, then all affected Proposals shall be found non-responsive.

2.5 Contract Measures

It is anticipated that the Miami-Dade County Community Business Enterprises (CBE) and Community Small Business Enterprises (CSBE) goals for the Project shall be as follows:

- [Insert %] CBE sub-consultant goal (A/E Portion only) – Refer to Attachment A – CBE Implementing Order 3-32
- [Insert %] CSBE goal, 2nd, 3rd, 4th Tier (Construction Portion only). Refer to Attachment A – CSBE Implementing Order 3-22

Proposed participating CBE/CSBE firms must have a valid Miami-Dade County CBE/CSBE certification by the Step 1 Submittal Deadline of this solicitation. If selected, participating CBE/CSBE firms must have a valid CBE/CSBE certification at the time of award of the Service Contract and throughout the Service Contract term. Respondents are advised that the CBE/CSBE certification process takes a minimum of eight weeks to complete. Respondents shall refer to the most current RER CSBE Certification list available at the following link: <http://www.miamidade.gov/business/reports-certification-lists.asp>.

Pursuant to Section 10-33.02 of the Code of Miami-Dade County, Florida, “a contractor who fails to meet an established CSBE goal shall submit a CSBE Make-up Plan for approval of the [Regulatory and Economic Resources (“RER”)] Director. A Make-up Plan and a corresponding Schedule of Intent Affidavit must be submitted as part of any bid or proposal submittal.” Failure to include the required Schedule of Affidavit with bids or proposals for any future contracts shall result in the submittal being deemed nonresponsive. To verify whether your company has a CSBE make-up requirement, please refer to the RER webpage at <http://www.miamidade.gov/business/reports-certification-lists.asp>. For questions regarding this requirement, contact RER at (305) 375-3131.

2.6 Vendor Registration

To be recommended for award, the County requires that vendors complete a Miami-Dade County Vendor Registration Package. The Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department (ISD), Vendor Assistance Unit, within 14 days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive and responsible proposer. The proposer recommended for award is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

2.7 Prequalification

All firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements must be prequalified in Miami-Dade County. Pre-qualification certification is the consolidation of the various certification processes into one streamlined process and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of the basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by

the Internal Services Department (ISD). Pre-Qualification approval is granted to firms who have received approval from ISD on all the required certification processes outlined above. The County's prequalification certification process is described in more detail in Attachment B.

2.8 Requests for Additional Information; Addenda

Requests for additional information or inquiries must be made in writing and received by the County's A/E Coordinator, with a copy filed with the Clerk of the Board. Requests for copies of all public documents may be obtained from the County's A/E Coordinator. The County will issue responses to inquiries and any changes to this solicitation it deems necessary in written Addenda issued to all Proposers.

2.9 Work History Disclosure

Any firm included on the Project Team who has not previously submitted a Work History Disclosure (WHD) is required to submit WHD forms prior to the Proposal Deadline to Ms. Patrice King, Regulatory and Economic Resources Department (RER), 111 N.W. 1st Street, 19th Floor, Miami, FL 33128, telephone number (305) 375-3103. New firms requesting pre-qualification certification with Miami-Dade County to provide engineering, architectural, landscape architectural, land surveying and mapping services are required to submit WHD forms to RER.

2.10 Confidential Information

Except as may occur with respect to Alternative Technical Concepts and as may otherwise be identified by a Proposer, Proposers shall not submit any information in response to this solicitation which the Proposer or other Project Team Member considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available.

2.11 Withdrawals

The person or representative signing the Step 2 Proposal shall be the only person or representative eligible to withdraw said Proposal in writing before the Step 2 Proposal Deadline.

2.12 Costs Incurred

All expenses involved with the preparation, submission and negotiation of Proposals and other information submitted to the County, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any Proposal or responses received, nor for any other effort required of or made by the Proposer or other Project Team Member prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

2.13 Conflict of Interest Related to Section 2-11.1 of the Code of Miami-Dade County

Any questions regarding conflict of interest related to Section 2-11.1 of the Code of Miami-Dade County shall be submitted by the Proposer prior to the Step 2 Proposal Deadline, to the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission), 19 West Flagler Street, Suite 820, Miami, FL 33130, Attn: Joseph Centorino, Executive Director, for evaluation as to any possible conflict

of interest, and copied to the County's A/E Coordinator and e-mail fty@miamidade.gov.
Determinations by the Ethics Commission shall be deemed final.

2.14 Postponement/Cancellation

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

2.15 Contract Award

Any contract, resulting from this solicitation, will be submitted to the County Mayor or County Mayor's designee for approval. All Proposers will be notified in writing when the County Mayor or County Mayor's designee makes an award recommendation. The Service Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

2.16 Rights of Protest

A recommendation for contract award or rejection of Proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

2.17 Miami-Dade Water and Sewer Department Acceleration Ordinance

This Project is governed by the procedures and requirements of the Miami-Dade Water and Sewer Department Acceleration Ordinance as set forth in Miami-Dade County Code §2-8.2.11.

2.18 Vulnerable Documents and Information

Proposers, other Project Team Members, and their Affiliates, potential subcontractors, employees, agents, representatives and other persons or firms involved in any capacity with the preparation of a Proposal, and representatives and other persons or firms otherwise under the control of or associated with any of the forgoing parties (Proposer Members) shall keep confidential and shall not publish, reproduce for any party or person other than the Proposer Members, or make available on the public internet (but may make available to Proposer Members on internet sites whose access is controlled by Proposer Members) any document (including plans and specifications) or information provided in or in connection with the RFP or otherwise obtained by a Proposer or Project Team Member that shows the location of any existing or proposed potable water pipelines, water treatment, storage or other facilities relating to the delivery of potable water for public use (Vulnerable Documents and Information).

The distribution by Proposer Members of Vulnerable Documents and Information shall be limited to persons that need access for the purpose of preparing the Proposal. Proposer Members shall immediately notify the County's A/E Coordinator in writing of any request for Vulnerable Documents and Information, whether pursuant to Applicable Law governing public records or otherwise. No Proposer Member may include Vulnerable Documents and Information in any response to a request

for public records under Applicable Law. State law provides protections against the release of any information that may reveal vulnerabilities of water supply.

The restrictions outlined in this Section 2.18 must be strictly followed by all Proposer Members. These restrictions are required to comply with homeland security protocols. Any and all documents furnished by the County shall remain the property of the County and shall not be used by any person for any other project.

2.19 Public Disclosure of Proposals

The Proposals will not be opened publicly, but will be open to public inspection at such time as the Service Contract award is announced.

2.20 Use of Proposal Information

Subject to payment of the Stipend, the County shall have the right to use all information contained in the Proposals, including the data, information, concepts and ideas contained therein for the governmental purposes of the County, in any manner or combination it so elects, without notice to or the consent of the Proposer or other Project Team Member or person. Such “governmental purposes” do not include the publication, distribution, or sale of such Proposals to third parties not employed by or under the agreement with the County, except in connection with requests for proposals to perform construction work or design, or consulting services on behalf of the County. Notwithstanding the foregoing, the County agrees that any use of such Proposal(s) by the County, other than in connection with the Project pursuant to an agreement executed with the Proposer that submitted the Proposal, shall be at the sole risk of the County.

Volume I - Section 3

Project Scope and DBFOM Services

3.1 General Project Scope

As described more fully in RFP Volume III, the Project consists of new water supply and treatment facilities generally described as follows:

- Raw water supply wells in the Upper Floridan Aquifer (UFA) and the Biscayne Aquifer (BA) along with transmission mains from such well fields to the water treatment plant site. Raw water withdrawal from the BA is limited to 1.095 million gallons (mg) during any 12-month consecutive period. (Assume 3.0 million gallons per day (mgd)).
- Membrane treatment plant and associated facilities (including a new reservoir) and buildings to produce 20 mgd (maximum day) finished water meeting all federal, state and County drinking water quality standards from a combination of the UFA and BA raw water supplies.
- Deep well injection system into the Floridan Aquifer "Boulder Zone" for disposal of concentrate generated by the membrane treatment plant.
- Additional background information concerning the Project can be obtained in the Procurement Library.

3.2 Preliminary Project Schedule

Table 3-1 provides a preliminary schedule of key milestones for the Company's performance of the Services. All of the dates set forth in Table 3-1 are subject to change at the County's discretion and are expected to be revised upon selection of a Proposer and negotiation of the final Service Contract.

Table 3-1 Preliminary Project Schedule

Project Milestone	Date
Contract Date	TBD
Financial Close	TBD
Basis of Design Report	TBD
Final Design	TBD
Mechanical Completion of Construction	TBD
Performance Testing	TBD
Service Date	TBD

As of the Contract Date, the Company will be required to immediately initiate the steps and activities required to achieve Financial Close in accordance with the Service Contract.

3.3 Affordability Limit on Project Costs

The proposed Service Fee may not exceed the following maximum amount (in January 2015 dollars): [Insert NPV amount calculated according to the Project NPV Model].

Any Proposal with a proposed Service Fee in excess of such amount will be deemed nonresponsive and will not be evaluated or otherwise included in the ranking of the Proposals.

3.4 County and Technical Advisor Roles

This section provides an overview of the roles and responsibilities of the County and the County Technical Advisor in the Project's implementation.

3.4.1 County

The County's role and responsibilities in Project implementation are set forth in the Draft Service Contract and generally include the following:

- Provide Company access to the sites
- Obtain certain Governmental Approvals
- Review and provide comments on design and related submittals
- Review and provide comments on construction submittals and inspection/testing reports
- Observe and inspect (or audit) construction quality and progress
- Observe performance testing by the Company
- Manage and oversee the County Technical Advisor and CEI firm
- Periodic assessment and audit of Company operation, maintenance, renewal and replacement
- Monthly payment of the Service Fee upon placement of the Project into service

3.4.2 County Technical Advisor

CDM Smith Inc., under Task Authorization No. 12 of its Professional Services Agreement with the County (County Technical Advisor), is currently providing a comprehensive range of engineering and related services for procurement and implementation of the Project. Upon completion of this Proposal procurement process and execution of the Service Contract, it is anticipated that the County Technical Advisor will provide the following services to the County:

- Review monthly progress reports and attend monthly and other progress meetings with the Company
- Review design submittals prepared by the Company
- Review applications and related documents prepared by the Company to obtain Governmental Approvals

The detailed scope of the services currently being provided by the County Technical Advisor is available in the Procurement Library.

3.4.3 County's Site Representative during Construction

[Insert role/scope description for County representative and CEI firm applicable to DBFOM Project]

3.4.4 County's Site Representative during Operation

[Insert role/scope description for County representative located at the WTP site]

3.5 Company Services

The Company will be required to perform design and construction, obtain permits, arrange for financing, and operate and maintain (including renewal and replacement) the Project in accordance with the contractual obligations set forth in RFP Volume II – Draft Service Contract and the design, construction, operation, maintenance and performance standards set forth in RFP Volume III – Technical Requirements (Services). The Company will have full responsibility for quality control/quality assurance, health and safety, and site security.

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Volume I - Section 4

Proposal Requirements

4.1 Instructions for Proposers

4.1.1 Communications

Proposers must submit all questions, requests for additional information and other communications regarding Proposals and the RFP in writing to the County's A/E Coordinator designated below and must comply with other County requirements concerning communications, not limited to Section 2.8 of this RFP Volume I:

[_____]
 111 N.W. 1st Street, Suite 1300
 Miami, FL 33128-1974
 [_____]@miamidade.gov

Each Proposer should utilize a single individual for communications with the County's A/E Coordinator. The submission of questions or requests for additional information from multiple parties associated with a Proposer should be avoided. Telephone communications with the County's A/E Coordinator are prohibited. Email is the preferred form of communication with the County's A/E Coordinator. Responses to communications from Proposers will be provided in writing and made available to all Proposers.

No oral communication or statement by any person, including the County's A/E Coordinator, any County official or County employee, the County Technical Advisor, and any other advisors, consultants or legal counsel and other representatives of the County, may be relied upon, nor may in any way modify the RFP or any other aspect of the procurement process. This includes communications and statements that may be made during meetings with Proposers. The RFP or other aspect of the procurement process may be clarified or modified only through the issuance of a written addendum.

4.1.2 Proposal Submission Deadline

The complete Proposal must be submitted electronically through the County's BidSync Electronic Bidding System no later than 3:30 PM, local Miami time on the date set forth in Table 1-1 (Proposal Deadline). Any Proposal received after the Proposal Deadline will not be considered. No information or supplemental material will be accepted after the Proposal Deadline, except for information and materials that may be requested in writing by the County as part of the Proposal review and evaluation process.

4.1.3 Delivery of Hard Copies

Within 48-hours of the Proposal Deadline, ten hard copies of the electronic Proposal (with each hard copy also containing a CD electronic copy of the Proposal in searchable pdf format) must be addressed and delivered in sealed boxes or envelopes to:

**Miami-Dade County, Clerk of the Board
Stephen P. Clark Center
111 N.W. 1st Street, 17th Floor, Suite 202
Miami, Florida 33128
Attention: [_____]
Re: ISD Project No. 14-DBFO-WASD-01**

The sealed boxes or envelopes must have the Proposer name and address and the following information clearly marked and visible on the exterior: “South Miami Heights Water Treatment Plant Program – DBFOM Proposal.” **The Price Proposal must be delivered in a separate sealed box or envelope** clearly marked on the outside with the Proposer name and address and the following: “South Miami Heights Water Treatment Plant Program – DBFOM Price Proposal.”

The Clerk of the Board will stamp the hard copies of each Submittal with the date of receipt. This stamp will constitute definite evidence of such date and time. Failure to deliver the required hard copies in accordance with the above requirements may result in a Proposal being deemed non-responsive.

The responsibility for delivering hard copies of the Proposal and for submission electronically through the County’s BidSync Electronic Bidding System on or before the stated times and dates is solely and strictly the responsibility of the Proposer. The County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

4.1.4 Supplemental Information

Additional submittals or supplemental information after the Proposal Deadline shall be submitted solely to the Clerk of the Board and only upon written request by the County.

4.1.5 Changes in the Project Team or Key Personnel

Changes to the Project Team or Key Personnel set forth in a Proposal, such as adding, deleting or replacing a firm(s) or individual(s) after the Proposal Deadline, will only be allowed at the discretion of the County. Changes to the Project Team or Key Personnel set forth in a Submission utilized by the County to include Proposer on the short-list during the Step 1 Request for Qualifications process, such as adding, deleting or replacing a firm(s) or individual(s), will only be allowed at the discretion of the County.

4.1.6 RFP Ambiguity, Conflict or Error

If any ambiguity, conflict or error is found in the RFP, the Proposer must provide immediate written notification of such ambiguity, conflict or error to the County’s A/E Coordinator at least five (5) days prior to the Submission Deadline.

4.1.7 RFP Addenda

The sole and exclusive method of revising the RFP or procurement process is through the issuance of written addenda to the RFP. Any and all such addenda will be provided at the same time to each Proposer. Upon issuance, written addenda become part of the RFP. As indicated in Section 4.4, the Proposer must acknowledge receipt of all addenda in its Transmittal Letter. Any Proposal that does not respond to revisions to the RFP set forth in addenda may (in the sole discretion of the County) be rejected.

4.1.8 Effective Period for Proposals

The Proposal shall remain in effect and subject to selection by the County for a period of time equal to one hundred eighty (180) days after submission, notwithstanding that another Proposal may have been selected and contract negotiations between the selected Proposer and the County may have been initiated. At any time during the 180-day period of effectiveness of the Proposal, the County may request one or more Proposers to extend such 180-day period.

4.1.9 Procurement Library

The Procurement Library can be accessed on a FTP site established for the Project. To gain access to the Procurement Library, please send email to [Insert e-mail address] providing the following information:

- Name of Proposer
- Address, County, Zip Code
- Telephone Number
- Email address

Upon receipt of the above email, two emails will be sent to the sender's email address. The first email will be the FTP Site Address and User Log-on. The second email will be the Password (which is case sensitive). If there are any questions concerning access to the Procurement Library, please contact [Insert Contact]. Please note that the FTP Site for the Project includes important documents relevant to the proposal process and will be periodically updated with additional documents.

4.1.10 Alternative Technical Concepts

If a Proposer determines that an Alternative Technical Concept (ATC) is advantageous or necessary, Proposer may submit to the County's A/E Coordinator one or more ATCs for review within the deadline for ATCs set forth in Table 1-1. Any such submission must utilize the Alternative Technical Concept Form presented in Attachment E to this RFP Volume I. The County will make a preliminary determination whether or not to allow the proposed ATC(s) and then will notify the Proposer and offer Proposer the opportunity to request a maximum four-hour meeting to conduct confidential discussions concerning the proposed ATC(s). Within five (5) business days after any such meeting, the County will notify Proposer (in writing) of its final determination whether to allow (with or without conditions) or reject the proposed ATC(s). If Proposer does not request a meeting, then the County's preliminary determination shall be final.

When allowed by the County pursuant to the submission protocol and requirements of this RFP Volume I, such ATC may be included in the Proposal. Any ATC included by a Proposer without prior submission for County review shall be at the Proposer's risk. If a Proposer is unsure whether any aspect of its Proposal is consistent with the requirements of the RFP, it is recommended that Proposer submit such aspect as an ATC for review prior to submission of the Proposal.

If implementation of an ATC will require approval by a third party (e.g., regulatory or other governmental authority), Proposer shall have full responsibility for, and bear the risk of, obtaining any such approval in a timely manner. Proposer should be responsible for the confidentiality of its ATCs with respect to any public announcement or disclosure to third parties that it undertakes or allows.

The County shall implement internal communication and disclosure protocols intended to keep confidential all information submitted or discussion with respect to ATCs. If, however, the County determines (based on a proposed ATC or otherwise) that the RFP contains an error, mistake or ambiguity, the County reserves the right to modify the RFP to correct the error, mistake or ambiguity.

4.2 Limited Reliance on Information and Data

Except as specifically provided in the Draft Service Contract and as summarized in Section 4.3, no Proposer, other Project Team Member or any other person may rely on the accuracy, validity or completeness of any report, document, information, analysis or data (i) referenced or included in or with any of the three volumes of the RFP, (ii) included in the Procurement Library, (iii) referenced or included in or with any document, report or other source, or (iv) otherwise obtained, provided or made available directly or indirectly in connection with this procurement process or otherwise by any person. The various reports, documents, information, analyses, and data provided in connection with the RFP is not intended to be a complete set of all the information and data needed for the preparation of a Proposal nor for the performance of the Services or the Draft Service Contract obligations, and the County does not guaranty their accuracy or relevance. Proposers must take steps, as deemed appropriate by the Proposer, to verify and supplement such information and data that are utilized in its Proposal to account for the Company's inability to obtain relief for its use of such inaccurate or otherwise faulty information or data.

Proposers and other Project Team Members must perform such personal investigations, research, due diligence and other activities as may be necessary to understand, analyze and become familiar with all the conditions and circumstances that may affect the performance of the Services and reflect such conditions and circumstances in the Proposal.

Relief for Certain Conditions

As set forth in the Draft Service Contract, Company may be entitled to relief where actual conditions vary from the data and information included or referenced in the RFP in the following areas:

- The Reference Documents identified in Appendix [Insert] of the Draft Service Contract in RFP Volume II.
- Raw Water Conditions specified in the Guaranteed Performance Standards in Section [Insert] of RFP Volume III.

4.3 Proposal Format

4.3.1 General

The Proposal must conform to the format requirements set forth in this Section 4.3, including the requirement that the Proposal be divided into four separate components or volumes:

- Company and Project Team
- Technical Proposal
- Business Proposal
- Price Proposal

Proposers are encouraged to be concise and to respond as directly as possible to the requirements set forth in the RFP. Not including appendices to each component of the Proposal, the Company and Project Team must not exceed twenty-five (25) pages, the Technical Proposal must not exceed seventy-five (75) pages, the Business Proposal must not exceed twenty-five (25) pages, and the Price Proposal must not exceed ten (10) pages. Double-sided pages will be counted as two pages. The margins on each page of the Proposal must not be less than 1-inch and font size for narrative text must not be less than 11 point.

Except as noted below, each page of the Proposal must be 8-1/2 by 11 inches and must be bound into a single document for each component (i.e., Company and Project Team, Technical Proposal, Business Proposal, and Price Proposal), provided that appendices may be bound into each such document or may be presented as a separate document or documents with a clear reference to the applicable component of the Proposal. The page size for charts, tables, graphics, drawings, diagrams, etc. may be 11 x 17 inches and the font size may be less than 11 point, but must be easy to read. Audio visual materials, such as audio tapes, video tapes, or CD or DVD presentations, will not be accepted.

4.3.2 Company and Project Team

The Company and Project Team must include a cover and table of contents and be organized as follows:

1. Proposal Transmittal Letter
2. Company Structure
3. Guarantor
4. Project Team and Key Personnel
5. Project Management
6. Project Team Agreements
7. Appendix A – Miscellaneous Required Forms
8. Appendix B – Updated Financial Statements
9. Appendix C – Similar Projects
10. Appendix D – Key Personnel Resumes

4.3.3 Technical Proposal

The Technical Proposal must include a cover and table of contents and be organized as follows:

1. Project Understanding
2. Project Design
3. Governmental Approvals
4. Design and Construction

5. Startup and Performance Testing
6. Project Schedule
7. Operation and Maintenance
8. Asset Management
9. Alternative Technical Concepts
10. Appendix A – Preliminary Design Drawings
11. Appendix B – Alternative Technical Concept Forms

4.3.4 Business Proposal

The Business Proposal must include a cover and table of contents and be organized as follows:

1. Project Financing Plan
2. Marked Service Contract
3. Performance Security
4. Insurance
5. Appendix A – Debt Financing Commitment Letters
6. Appendix B – Equity Participation Arrangements
7. Appendix C – Marked Service Contract

4.3.5 Price Proposal

The Price Proposal must include a cover and table of contents and be organized as follows:

1. Proposed Service Fee
2. Proposed Convenience Termination Payments
3. Project Financial Model
4. Appendix A – Proposed Service Fee and Convenience Termination Payment Forms
5. Appendix B – Project Financial Model

4.4 Proposal Content

4.4.1 General

The Proposal must include the minimum requirements set forth in this Section 4.4. These requirements, however, are not intended to limit substantive content of the Proposal. It is the responsibility of the Proposer to include information sufficient to demonstrate the responsiveness and merits of the Proposal with respect to the RFP requirements and evaluation criteria.

4.4.2 Company and Project Team

Proposal Transmittal Letter

The transmittal letter must include:

- Name, title, address, telephone and fax numbers, and email address for the Proposer's contact person regarding all matters having to do with this RFP and the Proposal
- Name and role of each Project Team Member
- Confirmation that the Proposer's Submittal in response to the Request For Qualifications remains valid, subject only to those revisions that may be included in the Company and Project Team component of the Proposal
- Acknowledgement of receipt of all RFP addenda
- A statement that the prohibitions set forth the Draft Service Contract regarding the payment of contingent fees to any person or selling agency have not been and will not be violated
- A statement that the prohibitions set forth in the Draft Service Contract regarding the payment or offering of gratuities have not been and will not be violated
- A statement that prohibitions set forth in the Draft Service Contract regarding conflict of interest have not been and will not be violated
- A statement that there has not been and there will not be any fraud, collusion or other actions taken in connection with the Proposal that restrain free and open competition or trade with respect to the RFP

The Transmittal Letter should not exceed three (3) pages.

Appendix A must include the miscellaneous required forms set forth in Attachment C to this RFP Volume I.

Company Structure

This section must describe the structure of the Company, including the state of organization, form of entity with reference to the applicable state law governing such entity, the owners or members of the Company along with respective percentages ownership or membership, the individual members of the board of directors (or other governing body), the officers of the Company, and the management and control powers of the Company.

Guarantor

This section must describe the entity that will be Guarantor of Company's obligations under the Service Contract, including state of organization, form of entity with reference to the applicable state law governing such entity, the owners or members of the Guarantor along with respective percentages ownership or membership, the individual members of the board of directors (or other governing body), the officers of the Guarantor, and the management and control powers of the Guarantor. Appendix B to the Company and Project Team component must include audited annual financial statements for the past three years and subsequent quarterly financial statements for the Guarantor.

Project Team and Key Personnel

This section must include (even if it duplicates the RFQ Submission) an organization chart for the Project Team and a separate organization chart for the Key Personnel. Each chart must delineate design, permitting, financing, construction, operation and maintenance of the Project. This section must summarize the qualifications and relevant experience of each Project Team Member and Key Personnel. Appendix C to the Company and Project Team component must include (even if it duplicates the RFQ Submission) one-page descriptions of up to ten similar projects successfully completed by Project Team Members and Appendix D to the Company and Project Team must include one-page resumes for Key Personnel.

Project Management

This section must describe the Company's approach to managing the Project Team Members and Key Personnel in performing the design, permitting, financing, construction, operation and maintenance of the Project and how the Company will cooperate and communicate with the County and County Technical Advisor in performing the Services. This section must also describe the Proposer's (a) approach to managing risks associated with design, delivery, financing and operation of the Project, including risks allocated to the County and those allocated to the Company, (b) quality management plan for design, construction and operation of the Project, (c) health and safety plan during construction and operation of the Project, and (d) project document and other controls.

Project Team Agreements

This section must describe the status of binding agreement among the Company, Guarantor and other Project Team Members for execution of the Services and any conditions precedent with respect to such agreements.

4.4.3 Technical Proposal

The Technical Proposal must meet or exceed the Technical Requirements set forth in RFP Volume III, except as may otherwise be proposed as an Alternative Technical Concept.

Project Understanding

This section must describe technical issues, challenges and concerns associated with the design, permitting, construction, and long-term operation, maintenance, renewal and replacement of the Project and must demonstrate Proposer understanding of the Project and County objectives. This section must discuss Proposer's approach and proposed solutions (including Alternative Technical Concepts) to such issues, challenges and concerns and must address (among other items that may be identified by Proposer) the following:

- Key design, construction and operational issues
- Suitability of proposed design concepts
- Company utilization of the WASD test well program data
- Asset management
- How background information (i.e., presented "for information only" without guarantee or assurance as to accuracy) has been utilized by Proposer

Project Design

This section must include a Project Design Approach subsection summarizing key features of the Project's overall design and must specifically and clearly describe in detail in three subsequent subsections (i.e., Raw Water Supply Facilities Design; Treatment Plant Facilities Design; and Deep Well Injection Facilities Design):

- How the requirements of RFP Volume III will be met or exceed by the Proposer's design
- Design approach
- Any proposed revisions to RFP Volume III required by Proposer to achieve the Guaranteed Performance Standards or other requirements of the Draft Service Contract with a detailed explanation why such revisions are required (or if such revisions are not required, then a clear statement must be included to indicate that no such revisions are required and that the Proposer has confirmed that the Guaranteed Performance Standards and other requirements of the Draft Service Contract will be satisfied without revision to the Technical Requirements set forth in RFP Volume III

This section may refer to Proposer's Preliminary Design Drawings included as Appendix A to the Technical Proposal. This section and the Preliminary Design Drawings must include a level of design development sufficient for the County and County Technical Advisor to clearly understand the proposed design.

Notwithstanding the design and construction requirements set forth in RFP Volume III, the Company shall have full responsibility and liability for the design, construction, operation and performance of the Project and for achieving the Guaranteed Performance Standards and other requirements of the Service Contract. Accordingly, the Proposer must determine if any of the requirements in the RFP may inhibit or prevent Company from achieving the Guaranteed Performance Standards or other requirements of the Service Contract and must include as Alternative Technical Concepts in its Technical Proposal all of the modifications to RFP Volume III that are necessary to achieve the Guaranteed Performance Standards and to comply with other requirements of the Service Contract. The Technical Proposal must demonstrate that the Proposer's design will meet or exceed the requirements set forth in RFP Volume III, including the Guaranteed Performance Standards.

Governmental Approvals and Permits

This section must describe specifically and in detail the Proposer's plan for obtaining all the Governmental Approvals and Permits (except for County Governmental Approvals) required for the Project in a timely manner. This plan must include:

- Identification of all the Governmental Approvals and Permits required for the Project's design, construction, performance testing and operation (including the responsible regulatory agency and the applicable law and regulations)
- The process and key activities for obtaining all of the Company's Governmental Approvals required for the Project
- Incorporation of the County Governmental Approvals and related conditions and requirements into the design, construction and operation of the Project

Design and Construction

This section must describe specifically and in detail how the Company will execute design and construction of the Project and must address:

- How conditions and other requirements imposed by Applicable Law (including Governmental Approvals and Permits) will be satisfied
- Design development and design review by the County and County Technical Advisor
- Procurement of major equipment and subcontractors
- Approach to protecting existing facilities and avoid interfering with County operations
- A security plan written in a form and with content suitable for an appendix to the Service Contract
- How design and construction will be integrated and phased
- How the discovery of unknown site conditions would be addressed
- Construction inspection and testing

Startup and Performance Testing

This section must describe how the Company will approach and perform equipment and systems testing and startup of the Project prior to performance testing, including the integration of manufacturer's testing of individual equipment and systems, both at manufacturing sites and on-site after installation, and must address:

- Preparation and County approval of the Performance Test Plan
- How Performance Testing will be conducted to satisfy the RFP Volume III requirements
- Transitions from startup to Performance Testing to full-scale operation

Project Schedule

This section must describe in detail the Company's schedule for timely completion of the design, permitting, financing, construction and testing of the Project, including the achievement of Mechanical Completion and successful completion of Performance Testing. The proposed Project Schedule must be presented in a form and content suitable for inclusion as an appendix to the Service Contract and must address:

- Major milestones, such as submission of applications for Governmental Approvals, submission of interim and final design documents, financial close, issuance of Governmental Approvals and Permits, initiation and completion of construction for each Project component or phase, equipment and systems testing, startup and Performance Testing, and Final Completion
- Resource allocation and deployment (including work force projections)
- Critical path and float time

Operation and Maintenance

This section must describe specifically and in detail Company's plan for operation and maintenance of the Project, including:

- Description of key operation and maintenance requirements for the proposed design
- Approach to preparation O&M manuals, standard operating practices and related information
- Training of Company and County operation and maintenance employees

Asset Management

This section must describe specifically and in detail the Company's asset management program, including the renewal and replacement of Project equipment and facilities, throughout the initial 20-year operation term and address the County's objective of ensuring that Project equipment and facilities are in good condition throughout the term of the Service Contract and at the time of expiration or early termination of the Service Contract.

Alternative Technical Concepts

This section must describe specifically and in detail any proposed deviations included in the Technical Proposal from Technical Requirements set forth in RFP Volume III and may refer to the Alternative Technical Concept Forms included as Appendix B to the Technical Proposal.

4.4.4 Business Proposal

The minimum content required for the Business Proposal is set forth in this Subsection 4.4.4.

Project Financing Plan

This section of the must include a detailed description of the proposed approach to arranging private financing for the Project and must discuss any issues or concerns regarding the steps or conditions for reaching financial close for permanent financing of the Project, including, for example, provisions of the Draft Service Contract or conditions set forth in debt commitment letters. The proposed approach must address and discuss:

- The process, steps, timing and County role for achieving financial close
- Impacts on financing arrangements of County ownership of the Project
- Debt and equity amounts (sources and uses of funds)
- Conditions to construction funding
- Any intended use of temporary financing during construction

This section must also confirm and demonstrate that the proposed private financing would be arranged on a basis that is **non-recourse to the County**. This section may refer to the Debt Financing Commitment Letters in Appendix A to the Business Proposal and to the Equity Participation Arrangements in Appendix B to the Business Proposal.

Marked Service Contract

Appendix C to the Business Proposal must include a detailed markup of the Draft Service Contract and its appendices included in RFP Volume II. The Marked Service Contract submitted by Proposer must set forth any and all revisions requested by the Proposer for the Draft Service Contract include in RFP Volume II. Although it is likely that the County will undertake negotiations of the Draft Service Contract, the Marked Service Contract will be an offer that can be accepted by the County, resulting in a binding Service Contract between the Proposer and County without further negotiations or revisions to the Marked Service Contract. The County may introduce modifications to the Draft Service Contract during negotiations, but does not intend to discuss additional modifications by the Proposer if not included in the Marked Service Contract presented in Appendix C to the Business Proposal.

This section of the Business Proposal must describe the material revisions included by the Proposer in its Marked Service Contract and explain the rationale for such material revisions and the associated benefits to the County. Proposers are encouraged to suggest revisions that would reduce risk to the County, improve the parties understanding of risk allocation, and improve clarity of any terms of the Draft Service Contract where ambiguities or uncertainties may arise in their application or interpretation. Proposers are discouraged from suggesting revisions that would significantly increase risk to the County.

Performance Security

This section must include written evidence from Surety for the Company that it intends to issue a Performance Bond and Payment Bond for the design-build work and a Performance and Payment Bond for the operation, each in the form set forth in RFP Volume II. Such written evidence must be a letter of intent issued by an authorized representative of the Surety wherein the Surety acknowledges that it (i) has reviewed and is familiar with the Proposal, including the Marked Service Contract, and the requirements of the RFP, and (ii) intends to issue the required Performance Bond and the Payment Bond for the Company with the County as beneficiary, subject to its review of the final Service Contract. This section must also demonstrate that the Surety meets the requirements set forth in the Draft Service Contract.

Insurance

This section must describe how the Proposer will satisfy the insurance coverage requirements set forth in the Draft Service Contract. This section must include a letter of intent from its insurance broker, company or companies indicating that it (i) has reviewed and is familiar with the Proposal, including the Marked Service Contract, and the requirements of the RFP and (ii) intends to obtain or provide all the insurance required to be provided by the Company, subject to its review of the final Service Contract.

4.4.5 Price Proposal

The minimum content required for the Price Proposal is set forth in this Subsection 4.4.5. As indicated elsewhere in the RFP, the Price Proposal must be submitted in a separate, sealed and clearly marked container or envelope.

Proposed Service Fee

This section must explain and describe the Proposed Service Fee Form included in Appendix A to the Price Proposal.

Proposed Convenience Termination Payments

This section must explain and describe the Proposed Convenience Termination Payment Form included in Appendix A to the Price Proposal.

Project Financial Model

This section must describe and explain the Project Financial Model included in Appendix B to the Price Proposal and must discuss and demonstrate the viability of the proposed Service Fee and Convenience Termination Payment Forms included in Appendix A to the Price Proposal. The Project Financial Model must calculate the Service Fee and free cash flow for each year of the 20-year operating term as well as the monthly sources and uses of capital funds during the design and construction period.

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Volume I - Section 5

Proposal Evaluation and Selection

5.1 Overall Process

The Proposals will be reviewed and evaluated by the Competitive Selection Committee (CSC) appointed by the County Mayor or County Mayor's designee with assistance provided by the County Technical Advisor and other outside consultants and advisors utilizing the requirements and criteria outlined in this Section 5 and in other sections of the RFP. The CSC appointed by the County Mayor or County Mayor's designee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary. CSC members will be appointed based on appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender. The CSC is tasked with evaluating the Proposals and determining a ranking of the Proposals.

The CSC will initially determine the responsiveness of the Proposal. Each Proposal that is determined to be responsive will be evaluated and ranked by the CSC using the Proposal Evaluation Criteria. This RFP process will conclude with the CSC's ranking of the Proposals.

Proposal responsiveness will be based on the following pass/fail factors:

- Substantial compliance with the format and content requirements of the RFP;
- Demonstration of Project Finance Plan feasibility and sufficient lender and equity commitments;
- Marked Service Contract does not represent a structural departure from the Draft Service Contract; and
- Satisfactory evidence of ability to provide required insurance and performance security.

At any time during the RFP evaluation process, the CSC, other County employees or representatives, including the County Technical Advisor and other outside consultants and advisors, may (a) submit written questions or requests for clarifications to a Proposer regarding its Proposal or related matters, (b) contact references included in the Proposal and other third parties not included as references in the Proposal to obtain information regarding any Team Member or Key Personnel, and (c) visit facilities and clients associated with any Team Member or Key Personnel (whether or not such facility or client is included in the Proposal).

Failure of a Proposer to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. The County may require that Proposers participate in interviews. No additional or supplemental information may be submitted by a Proposer after the Proposal Deadline, unless such additional or supplemental information is requested (in writing) by the County.

The CSC may, at its discretion, waive any failure of a Proposal to satisfy requirements of the RFP if it determines that such waiver is in the best interest of the County or may request clarification or additional information from a Proposer to cure any such failure.

5.2 Proposal Evaluation Criteria

The CSC, with the assistance of the County Technical Advisor and other consultants and advisors, will evaluate each responsive Proposal by applying the Proposal Evaluation Criteria set forth in **Table 5-1** (on the following page) and further described below:

Table 5-1 Proposal Evaluation Criteria

Criteria	Maximum Points
Company and Project Team	
2A. Organization and Management	[10]
2B. Project Team Member Qualifications	[10]
2C. Key Personnel Qualifications	[10]
Technical Proposal	
2D. Project Understanding	[10]
2E. Project Design	[20]
2F. Project Delivery	[15]
2G. Operations and Maintenance	[15]
2H. Asset Management	[15]
Business Proposal	
2I. Project Financing	[15]
2J. Risk Allocation	[15]
Price Proposal	
2K. Service Fee Net Present Value	[100]
2L. Convenience Termination Net Present Value	[10]
2M. Project Financial Model	[5]
Total Maximum Points	250

- Criteria 2A point value will primarily be applied based on the demonstrated effectiveness of Company, Project Team and Key Personnel organization and management to perform the Services in a safe, timely and compliant manner.
- Criteria 2B point value will primarily be applied based on a comparative assessment of the Proposer's Project Team Member Qualifications relative to the other Proposer's Project Team Member Qualifications and the proposed utilization of small and local businesses.
- Criteria 2C point value will primarily be applied based on a comparative assessment of the Proposer's Key Personnel Qualifications relative to the other Proposer's Key Personnel Qualifications.
- Criteria 2D point value will primarily be applied based on the level of knowledge and understanding of the Project and its technical issues and challenges as well as the effectiveness of the Proposer's approach to the Project's technical issues and challenges.

- Criteria 2E point value will primarily be applied based on the effectiveness, quality and reliability demonstrated by the proposed design of the Project.
- Criteria 2F point value will primarily be applied based on the extent to which the proposed approach and plans for obtaining Governmental Approvals and Permits, performing Design and Construction, and conducting Startup and Performance Testing and the proposed Project Schedule satisfy County requirements for the Project and an assessment of the ability to achieve the proposed schedule.
- Criteria 2G point value will primarily be applied based on the extent to which the proposed approach, plans and level and skills of staffing demonstrate that the Project will be effectively operated and maintained.
- Criteria 2H point value will primarily be applied based on the scope, comprehensiveness and demonstrated effectiveness of the proposed asset management program.
- Criteria 2I point value will primarily be applied based on an assessment of the feasibility of the proposed project financing plan.
- Criteria 2J point value will primarily be applied based on an assessment of proposed revisions to the allocation of risk between Company and the County set forth in the Draft Service Contract.
- Criteria 2K point value will be calculated by awarding the maximum points to the lowest proposed Service Fee on a net present value basis and deducting four points for each one percent each other proposed Service Fee on a net present value basis is higher.
- Criteria 2L point value will be calculated by awarding the maximum points to the lowest proposed schedule of Convenience Termination Payments on a net present value basis and deducting one point for each five percent each other proposed schedule of Convenience Termination Payments on a net present value basis is higher.
- Criteria 2M point value will primarily be applied based on comparative robustness of the project financial model (including an assessment of factors such as the reasonableness of cost estimates and contingencies, debt coverage, and free cash flow) of each Proposer in relation to the other Proposers.

With respect to Criteria 2K, 2L and 2M, the CSC may adjust the points awarded to a Proposal to reflect costs or other financial aspects of the Proposal that are unique or otherwise not common to the other Proposals.

At the Step 2 meeting, the CSC will submit their scores for Step 2 to the County's A/E Coordinator. The County's A/E Coordinator will record the scores for each Proposal and read the information into the record. The scores will be totaled, and if applicable, local certified service disabled veteran preference; local preference and tiebreakers will be applied to determine the final ranking.

5.3 Proposal Evaluation and Ranking Process

Upon completion of scores for the Company and Project Team, the Technical Proposal and the Business Proposal, the sealed envelopes containing the Price Proposal will be opened and read into

the record. The first step in evaluating the Price Proposals will be to assess the comparative robustness of the project financial model of each Proposer in relation to the other Proposers and to award points for Criteria 2M. The second step in evaluating the Price Proposals will be, upon verification of mathematical accuracy, to calculate the net present values based on the Proposed Service Fee Forms and the Proposed Convenience Termination Payment Forms using the Project NPV Model set forth in Attachment E to this RFP Volume I, and then to calculate the Criteria 2K and Criteria 2L point values.. Local preference and tiebreakers, if applicable, will be applied.

In the event of a tie in the total points awarded to two or more Proposals, tie-breakers shall be applied as follows: Points for Criteria 2M; Points for Criteria 2F; Points for Criteria 2N; Points for Criteria 2K; Points for Criteria 2D; Points for Criteria 2C; Points for Criteria 2A; Points for Criteria 2B; Points for Criteria 2E; Points for Criteria 2G; Points for Criteria 2H; Points for Criteria 2I; Points for Criteria 2J; and Points for Criteria 2L.

5.4 CSC Recommendation

The CSC will submit its final recommended order of preference or ranking of the Proposals, based upon the total point score assigned by the CSC to each Proposal, to the County Mayor or County Mayor's designee (inclusive of local preference and tiebreakers, if applicable). Such CSC recommendations will be for the County Mayor or County Mayor's designee review and concurrence.

In the event that the County Mayor or County Mayor's designee, in its discretion, determines that the top-ranked Proposer does not represent the best value to the County, the Proposer representing the best value shall be ranked higher. This re-ranking shall be reserved to instances where; a) the proposed service fee is determined to be artificially low and not reflective of the true anticipated project cost; b) the Proposer through its Proposal appears to have misunderstood the scope of the project or the required services; c) there is a large fee discrepancy between Proposers, where the County determines that it may receive the necessary services at a much lower service fee; and d) upon application of such other factors as may be set forth in writing (such as unacceptability of proposed revisions in a Proposer's Marked Service Contract) whereby the County effectively determines that the re-ranking is in the best interest of the County.

5.5 Negotiations

Miami-Dade County reserves the right to enter contract negotiations with the top-ranked Proposer. If the County and the top-ranked Proposer do not agree to terms of the Service Contract, the County may elect to terminate negotiations and begin negotiating with the second best ranked Proposer and so forth. This process will continue until a contract has been executed, or, all Proposals have been rejected. Furthermore, the County reserves the right to request supplemental negotiations with the successful Proposer in the event additional items are added or work deleted from the scope of services as set forth in the RFP prior to contract award. No Proposer shall have any claims and/or rights against the County arising from the contract negotiation process.

Volume I – Attachment A

Applicable Legislation

The Project Team is required to abide by all applicable federal, state and local laws and ordinances, as amended. Among the applicable local laws and ordinances are:

Ordinances

- _ 77-13 - Financial Disclosure
- _ 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender
- _ 97-35 - Policy of Fair Subcontracting Practices
- _ 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding and Financial Services
- _ 97-215 - Office of the Inspector General
- _ 99-152 - False Claim Ordinance
- _ 01-105 - Amending Section 2-10.4 of the Miami-Dade County Code for the acquisition of professional architectural, engineering, landscape architecture or land surveying and mapping services
- _ 03-107 - Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- _ 07-65 - Sustainable Buildings Program
- _ 08-92 - Economic Stimulus Ordinance
- _ 08-113 - Ordinance Amending Sections 2-8.1.1 and 10-33.1 of the Miami-Dade County Code relating to bids from related parties to include a prohibition on collusive bidding
- _ 09-41 - Ordinance amending Section 10-33.02 of the Code pertaining to the Community Small Business Enterprise (CSBE) Program
- _ 09-68 - Local Certified Service Disabled Veterans Preference
- _ 11-22 - Community Small Business Enterprise
- _ 11-24 - Community Business Enterprise
- _ 11-90 - Ordinance Relating to the Collection of Data for a Disparity Study

Resolutions

- _ R-1049-93 - Affirmative Action Plan Furtherance and Compliance

_ R-385-95 - Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution R-182-00

_ R-531-00 - Prohibition of contracting with individuals and entities while in arrears with the County

_ R-894-05 - Independent Private Sector Inspector General (IPSIG) Services

_ R-744-00 - Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the project

_ R-183-00 - Family Leave Requirements

_ R-185-00 - Domestic Violence Leave

_ R-1386-09 - Community Small Business Development Program; directing County Mayor to include additional subcontractor provisions in all future contracts, where applicable unless waived by the Board of County Commissioners

_ R-138-10 - Resolution requiring that construction contracts include language mandating that the scope of work of CSBEs be separately stated and accounted for in schedule of values

Administrative Orders

_ 3-20 - Independent Private Sector Inspector General (IPSIG) Services

_ 3-26 - Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services.

_ 3-37 - Community Workforce Program (CWP)

_ 3-39 - Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting

_ 10-10 - Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

Implementing Orders

_ 3-21 - Bid Protest Procedure

_ 3-22 - Community Small Business Enterprise

_ 3-32 - Community Business Enterprise

_ 3-34 - Formation and Performance of Selection Committees

Miami-Dade County Code

_ Section 2-1076 - Office of the Inspector General

_ Section 2-8.1 - Contracts and Purchases

_ Section 2-8.4 - Protest Procedures

_ Section 2-8.5 - Local Preference

Section 2-8.5.1 - Local Certified Service-Disabled Veteran Business Enterprise

_ Section 2-8.8 - Fair Subcontracting Practices

_ Section 2-10.4 - Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services

_ Section 2.11.1 - Conflict of Interest and Code of Ethics

_ Section 10-34 - Listing of Subcontractors Required

Copies of the aforementioned Ordinances and Resolutions may be obtained at the Clerk of the Board's Office.

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Volume I – Attachment B

Miami-Dade A/E Firm Prequalification

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Volume I – Attachment C

Service Fee and Convenience Termination Payment Proposal Forms

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Volume I – Attachment D

Miscellaneous Required Forms

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Volume I – Attachment E

Project NPV Model

[End RFP Volume I]