

REQUEST FOR QUALIFICATIONS (STEP 1)

ISD Project No. DBFOM-15-WASD-02

Design-Build-Finance-Operate-Maintain Services

Contract For

Biosolids Processing Facilities

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

Issued Date: [REDACTED]

Miami-Dade County, Florida

111 NW 1st Street, 17th Floor, Suite 202

Miami, Florida 33128

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Section 1

Background

1.1 Introduction

Miami-Dade County (County) has issued this Request for Qualifications (RFQ), as the first step in a two-step selection process, to obtain statements of qualifications from Respondents interested in being considered for inclusion on a pre-qualified short-list of a maximum of three responsive and responsible Project Teams. Upon completing this Step 1 - Evaluation of Qualifications, the Advancing Firms would be invited in Step 2 – Evaluation of Proposals to submit Proposals for the design, construction, financing, and operation and maintenance/renewal and replacement services required by the Miami-Dade Water and Sewer Department (WASD) for new Biosolids Processing Facilities (BPFs) for the South District Wastewater Treatment Plant (SDWWTP) and the Central District WWTP (CDWWTP). The CDWWTP also receives, digests, and dewateres the solids produced at the North District WWTP (NDWWTP). Such Proposals would be in response to a Request for Proposals (RFP) being prepared by the County with assistance from CH2M HILL, Inc., as the Design Criteria Professional. Only the three Advancing Firms will be eligible to submit Proposals.

This procurement process is being conducted under Florida State Statute Section 287.05712 and is intended to conclude after Step 2 with the award by the County of an Interim Agreement (Phase 1) for certain planning, permitting, development, design, and financing services for the Project.

Please note:

- This solicitation has been issued through the County's BidSync Electronic Bidding System, requiring Submittals electronically. Potential Respondent(s) should be registered with BidSync.
- All communications shall be directed to [insert name and email address] as the County's A/E Coordinator with copy to the Clerk of the Board at clerkbcc@miamidade.gov.
- This RFQ includes minimum financial, experience and other qualification requirements that must be satisfied in order for Submittals to be further evaluated.
- Capitalized words used in this RFQ are defined in the text and in Section 1.6.

The schedule of critical events, including certain milestones for the Step 1 and Step 2 procurement process is summarized in **Table 1-1**. All dates and activities in Table 1-1 are subject to revision at the County's discretion.

Table 1-1. Schedule of Critical Events	
Activity	Completion Date
PROCUREMENT	
Project Announcement	
Issue Step 1 Request for Qualifications	Time Q
Pre-Submittal and Project Briefing	
Deadline for Receipt of Questions	
Qualifications Submittal Deadline	Time Q + 60 days
Notification of Short-Listed Respondents	
Issue Step 2 Request for Proposals/DCP	Time P
Pre-Proposal and Project Briefing	
Deadline for Receipt of Questions	

Table 1-1. Schedule of Critical Events	
Activity	Completion Date
Proposal Submittal Deadline	P + 6 months
Notification of Top-Ranked Proposers	
Presentations by Top Ranked Proposers	
Selection of Top Ranked Proposer	
Request for Authorization to Negotiate Interim Agreement and Form of Comprehensive Agreement with Top Ranked Proposer	
Conclude Negotiations	
Contract Award Resolution by Board of County Commissioners	

1.2 The Project

A description of the Project is set forth in Appendix A. The *Basis of Design Memorandum for the Biosolids Processing Facility* is included in Appendix B.

Additional information concerning the Project, including engineering reports, can be obtained at the following FTP site: [www.miamidade.gov/water]. Respondents are responsible for obtaining any additional information that may be periodically added by the County to the FTP site.

1.3 Defined Terms

The following capitalized words and terms used in this RFQ have the following meanings:

- “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.
- “Affiliate” means any person, corporation or other entity directly or indirectly controlling or controlled by the Respondent or under direct or indirect common control with the Respondent.
- “Advancing Firms” means the short-list of Respondents selected by the Competitive Selection Committee to advance to Step 2 based upon the evaluation of the Submittals pursuant to this Step 1 Request for Qualifications. “Advancing Firm” means an individual Project Team included among the Advancing Firms.
- “Company” means the legal entity that would be authorized and contractually responsible for performing the Services for the Project and would enter into the Contract with the County.
- “Comparative Evaluation Criteria” means the criteria set forth in this RFQ that will be utilized by the Competitive Selection Committee to evaluate and rank the Submittals.
- “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 qualifications and performance of the firms requesting consideration for the specific project and select the most qualified firm(s) to perform the services.
- “Comprehensive Agreement” means an agreement between the County and the Company for the Phase 2 services for the Project in accordance with applicable requirements of Section 287.05712, Florida Statutes.
- “Contractor” means the firm or firms who provide for the construction of the new facilities.
- “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.

- “Days” or “days” means calendar days, unless otherwise expressly stated.
- “Design Criteria Professional” means an individual or firm who holds a current certificate of registration under Chapter 481 of Florida Statutes to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471 of Florida Statutes to practice engineering and who is employed by or under contract with the County for the provision of professional architecture services or engineering services in connection with the preparation of the design criteria package.
- “Design-Builder” (DB) means a firm that would be responsible for performance of both design and construction of all or a portion of the Project.
- “Design-Build-Operate” (DBO) means a firm that would be responsible for design, construction and operation of all or a portion of the Project.
- “Design-Build-Finance-Operate (DBFO) means a firm that would be responsible for design, construction operation and financing of all or a portion of the Project.
- “Design-Build-Finance-Operate-Maintain (DBFOM) means a firm that would be responsible for design, construction, finance, operation and maintenance of all or a portion of the Project.
- “Equity Member” means the firm or firm’s providing equity to the special purpose entity, the Company, responsible for delivering the Services to the County
- “Facility Operator” means the individual employee of the Company or the respective Operations Firm responsible for the Company’s performance in operating the BPF.
- “Guarantor” means the entity that would provide an unconditional guarantee of the Company’s performance of the Contract.
- “General Manager” means the individual employee responsible for the Company’s performance of its obligations under the Contract.
- “Internal Services Department” means the County Department which combines the former American with Disability Act Coordination, Office of Capital Improvements, General Services Administration, Human Resources, and Procurement Management Departments.
- “Key Personnel” means the individuals included in the Submittal who will manage or perform significant portions of the Services for the Contractor and should include the General Manager and individuals in responsible charge of design (Design Manager), 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 Submittal 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 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.
- “Liquidated Damage” means a monetary payment, assessed on the Provider for not complying with the terms of the Agreements.

- “Minimum Qualification Requirements” means the requirements that will be applied to determine if a Submittal will be evaluated further for possible inclusion of the Project Team on the short list.
- “Milestone Dates” mean the dates on which key project deliverables are attained. They may apply during planning (completion of the PER), design (60% and 90% submittals), construction (substantial completion) and operation (date on which ability to process contractually required amount of biosolids is achieved).
- “Non-Responsive” means a Respondent, Company or other Project Team Member 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 or for inclusion on the short-list of Advancing Firms.
- “Owner” means Miami-Dade County, a political subdivision of the State of Florida.
- Pre-Qualification Certification means an annual certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements. 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.
- “Project” means the Biosolids Processing Facilities Program described in this RFQ solicitation.
- “Project Team” means, collectively, all of the firms set forth in the Submittal (including subconsultants, subcontractors, the Respondent(s), the Company, and members, partners, and Equity Members 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.
- “Proposer” means an Advancing Firm that submits a proposal in response to the Step 2 Request for Proposals.
- “Provider” means the party or parties submitting the Submittal as a prime certified as a vendor capable of transacting business in Miami Dade County who are selected to provide the services needed to permit, design, construct, operate and finance the BPF.
- “Respondent” means the lead party (or parties) submitting the Submittal as a prime certified as a vendor capable of transacting business in Miami Dade County. (The lead Company or the Joint Venture may be the Respondent, if it is in existence as a legal entity at the time of the Submittal.)
- “Responsible” means a Respondent, Company or other Project Team Member 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 Respondent 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.

- “RFQ” means this Step 1 Request for Qualifications and all addenda.
- “Scope of Services” means the work and services to be provided by the Company in the design, permitting, financing, construction, and operation and maintenance of the Project, whether under the Interim Agreement of the Comprehensive Agreement.
- “Submittal” means the documentation delivered by a Respondent in response to this Step 1 Request for Qualifications.”
- “Submittal Deadline” or “Submission Deadline” means the deadline for delivery of the Submittal to the County.
- “Project Team” means a consortium of two or more private entities that combine as Project Team Members with intention to perform the services outlined in this RFQ and act as the Respondent.
- “Project Team Member” means one of the private entities that combines with another to form a Project Team.

[End of Section 1]

Section 2

General Requirements and Instructions

2.1 Effect of Submittal

Providing a Submittal in response to this RFQ shall constitute a commitment of the Respondent, if selected to do so pursuant to the process described in this RFQ, to undertake the good-faith negotiation of a Service Agreement with the County for the work required to complete the Project with the Team and personnel identified in the Submittal. The Respondent must complete **Form []**, attached hereto identifying the Respondent and the team members. The Respondent shall be a legal entity, capable of entering into legally enforceable contractual commitments, and otherwise authorized to do business in the State of Florida. The Respondent shall be expressly authorized to make the representation made to the County in the Submittal, including but not limited to the representation that the Company, the Team and persons identified in the Submittal are, or upon formation will be, ready, willing and able to perform the work required to complete the Project. The Respondent may be, but shall not be required to be, the Company identified in the Submittal. The Respondent shall submit a teaming agreement, or teaming agreements, in the form of a Letter of Commitment, Memorandum of Understanding, or similar executed by all of the main team members (Designer, Builder, Operator and Equity Member(s) as a minimum) at the time of the proposal submittal.

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 Submittal, proposal and/or other documents submitted by the Respondent in support of its offer.

2.2 Status of Team Firms

Except for the Respondent, who shall be governed by the provision of Section 2.1 above and must be a person in legal existence at the time of Submittal, unless otherwise specifically provided in this RFQ or the Service Agreement, persons and entities identified in the Submittal must be in existence, and duly authorized and licensed to perform the required services, not later than the time the Mayor or Mayor's designee recommends an award of a Service Contract. In applying the selection criteria set forth in this RFQ, 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 of a Team, and to consider as a negative factor in the evaluation of a Respondent the Respondent'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 a Team at the time of submittal. A submittal 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 WASD, 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 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 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, 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 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

CH2M HILL, Inc., the Design Criteria Professional for the Project, is not eligible for inclusion on a Project Team or for otherwise performing any services for the Project, Respondent, or other Project Team Member. CH2M HILL, Inc. subconsultants under the SDWWTP R&R Contract (E06-WASD-14) are not conflicted out from participation on this Project. CH2M HILL, Inc. subconsultants under the E06-WASD-14 contract are Milian, Swain and Associates, Cardozo Engineering, Vital Engineering, Nadic, CH Perez, and ADA Engineering.

2.4 Teaming Restrictions

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

- Respondents electing to submit as a prime or main Project Team Member (designer, builder and operator) 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.
- 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 submittals and 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:

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

Proposed participating CBE/CSBE/SBE firms must have a valid Miami-Dade County CBE/CSBE/SBE certification by the Step 1 Submittal Deadline of this solicitation. If selected, participating CBE/CSBE/SBE firms must have a valid CBE/CSBE certification at the time of award of the contract and throughout the 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 non-responsive. 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 Appendix G.

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 parties who have downloaded this RFQ prior to the Submittal Deadline.

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 Submittal Deadline to **[Insert Name]**, 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

Respondent shall not submit any information in response to this solicitation, which the Respondent 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. In the event that the Respondent submits information to the COUNTY in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Submittal as protected or confidential, the COUNTY shall endeavor to redact and return that information to the Respondent as quickly as possible, and if appropriate. The COUNTY will then evaluate the balance of the Submittal. The redaction or return of information pursuant to this clause may render a Submittal non-responsive.

2.11 Withdrawals

The person or representative signing the Step 1 Submittal shall be the only person or representative eligible to withdraw said Submittal in writing before the Step 1 Submittal Deadline. Submittals may be withdrawn in writing after the Step 1 Submittal Deadline by an eligible person or representative.

2.12 Costs Incurred

All expenses involved with the preparation and submission of Submittals and other information to the COUNTY, or any work performed in connection therewith, shall be borne by the Respondent. No payment or stipend will be made for any Submittals or responses received, nor for any other effort required of or made by the Respondent or other Project Team 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 Respondent prior to the Step 1 Submittal 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 XXX@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 Submittals or proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the Submittals or proposals received as a result of this solicitation. All expenses involved with the preparation and submission of Submittals and other information to the COUNTY, or any work performed in connection therewith, shall be borne by the Respondent.

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 maybe protested by a Respondent 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.

[End of Section 2]

Section 3

Submittal Requirements

3.1 Instructions for Respondents

3.1.1 Communications

Potential Respondents must submit all questions, requests for additional information and other communications regarding Submittals and this RFQ in writing to the COUNTY'S A/E Coordinator designated below and must comply with other COUNTY requirements concerning communications, not limited to this RFQ:

[INSERT NAME]

111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

[INSERT EMAIL]

Each potential Respondent 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 potential Respondent 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 potential Respondents will be provided in writing and made available to all potential Respondents.

3.1.2 Submission Deadline

The complete Submittal must be submitted electronically through the COUNTY'S BidSync Electronic Bidding System no later than 3:00 PM, local Miami time, [Insert date] (Submission Deadline). Any Submittal received after the Submission Deadline will not be considered. No information or supplemental material will be accepted after the Submission Deadline, except for information and materials that may be requested in writing by the COUNTY as part of the Submittal review and evaluation process.

3.1.3 Delivery of Hard Copies

Within 48-hours of the Submission Deadline, ten hard copies of the electronic Submittal (with each hard copy containing a CD electronic copy of the Submittal 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: TBD

Re: ISD Project No. [Insert Project No.]

The sealed boxes or envelopes must have the Respondent name and address and the following information clearly marked and visible on the exterior: "Biosolids Processing Facilities Project – RFQ Submission." 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 Submittal being deemed non-responsive.

The responsibility for delivering hard copies of the Submittal 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 Respondent. 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.

3.1.4 Changes in the Project Team

Changes to the Project Team set forth in a Submittal, such as adding, deleting or replacing a firm(s) or individual(s) after the Submittal Deadline, will only be allowed at the discretion of the COUNTY after the respondent submits a written request to substitute or eliminate a team member.

RFQ Ambiguity, Conflict or Error

If any ambiguity, conflict or error is found in this RFQ, the potential Respondent 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.

3.2 Required Format

Respondents are encouraged to be concise, factual, and complete in responding as directly as possible to the requirements set forth in this RFQ. Not including the appendices, the Submittal must not exceed 100 pages. The margins on each page must not be less than 1-inch and font size must not be less than 11 point. Each page must be 8-1/2 inches by 11 inches and the hard copies must be bound into a single document and tabbed with the information below, provided that the appendices may be presented as one or more separate documents or volumes. Respondents are advised that required forms to be submitted with the RFQ will not be counted towards any page limitations.

The Step 1 Submittal must be organized as follows:

1. Transmittal Letter
2. Executive Summary
3. Minimum Qualifications Summary
4. Organization and Management
5. Project Experience and Capabilities
6. Financial Condition
7. Past Performance

Appendix A - Resumes (2 pages each)

Appendix B – Contractor Licenses

Appendix C - Financial Statements from Project Team

Appendix D – Affidavits

Appendix E – Request for Qualifications Questionnaire (See Appendix H of this RFQ)

Marketing brochures, generic narratives and audio visual materials, such as audio files or video files, shall not be included.

3.3 Required Contents

The requirements outlined in this section represent the minimum content that must be included in the Submittal and are not intended to limit substantive content (unless expressly stated otherwise). The Submittal must demonstrate that the Respondent possess all of the expertise, experience, capabilities and resources required for the design, permitting, construction, financing, and operation and maintenance of the Project. It is the Respondent's responsibility to include information in the Submittal that satisfies the content requirements set forth in this Section 3.3 as well as any additional information that further

demonstrates relevant qualifications and capabilities. A material failure to provide the requested information, which in the COUNTY'S sole discretion impedes the COUNTY'S ability to understand the Submittal or compare the Submittal to others, deprives the COUNTY of the assurance that if awarded the contract would be entered into and performed in accordance with its material terms, or otherwise places the Respondent or its Project Team in a material advantage over other respondents, may result in a Submittal being deemed non-responsive.

3.3.1 Transmittal Letter

The transmittal letter must be signed by a representative of the Respondent who is authorized to sign such material and to commit the Respondent to the Project obligations and must include: (a) name, title, address, telephone and fax numbers, and email address for the Respondent's contact person regarding all matters having to do with this RFQ and the Submittal, (b) the name of each Project Team Member, and (c) confirmation of receipt of all RFQ addenda. The Certificate of Authorization (Attachment 1 to the Cover Letter) attesting to such authorization must also be submitted with the Cover Letter. If the Respondent is a partnership, the Cover Letter shall be signed by one or more of the general partners. If the Respondent is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. If the Respondent is a joint venture, an authorized representative of each firm in the joint venture shall sign the Cover Letter. Anyone signing as an agent must file with it legal evidence of his or her authority to execute as such. All forms that require the signature of the Respondent shall be signed by the Respondent's authorized representative.

3.3.2 Executive Summary

This section should not exceed **ten (10)** pages and must summarize the Submittal, briefly describe the role, office location, and qualifications of each Project Team Member and Key Personnel, experience in performing DBFOM projects and highlight those qualifications that relate most directly to the Scope of Services for the Project taking into account the Comparative Evaluation Criteria set forth in **Table 4-1**.

3.3.3 Qualifications Summary

This section must summarize and refer to the information presented elsewhere in the Submittal that demonstrates the experience and qualifications of the Project Team.

3.3.4 Organization and Management

This section must describe the Company and the organization, management and integration of the Project Team Members and the Key Personnel for execution of the Project in a timely and effective manner. The following information must be provided, as applicable, for the existing or proposed Company (and, if included, the Guarantor):

- Legal form of entity
- Date and place (state) of formation
- Brief history of business and projects
- List of all officers and brief work history
- List of all Affiliates
- If a corporation, names of the board of directors, list of all stockholders holding ten percent or more of outstanding shares, and generally describe the ownership of shares not included in ten percent or more blocks
- If a limited liability company, names of all members along with respective percentage of membership interest, names of all managers and officers
- If a partnership, names of all partners indicating status as general or limited

For each corporate member of a limited liability company or each general and limited partner of a general or limited partnership, the information required above for a corporation must be provided. Furthermore, the role and authority of each shareholder, member or partner in management and control of the Company must be clearly described.

For all contractors, subcontractors, consultants, subconsultants, equity members and Key Personnel comprising the Project Team, the Submittal shall describe whether a written teaming agreement exists to perform the work required under the Project. If no agreement exists, the Submittal shall describe the contingencies or other assumptions which must be satisfied for such agreement to exist and the likelihood that the same will be satisfied.

The following information must be included in this section of the Submittal to describe the organization and management of the Project Team Members and the Key Personnel:

- A description of project management, Project Team organization strategy, decision-making processes, and overall management philosophy
- A firm organization chart depicting the reporting and control structure for the Project Team, a description of the role and scope of work of each Project Team Member, and the contractual and accountability relationships
- A personnel organization chart showing the reporting and control structure for Key Personnel
- A description of the safety and the quality assurance/quality control programs for the Project
- A description of projects where Project Team Members have worked together
- A description of the Respondent's approach and philosophy towards achieving a cooperative, partnership environment among the Project Team Members and the Company and Project Team's ability to interface successfully with the COUNTY and the Design Criteria Professional
- A description of demonstrated success in reaching financial close for DBFOM projects greater than or equal to the dollar value of this project
- A description of the Respondent's experience in structuring and securing equity commitments for DBFOM projects greater than or equal to the dollar value of this project, including from internal sources, investment funds or other external sources
- A description of the Equity Members' experience in structuring to achieve committed financing and/or closing a diverse range of financing structures for DBFOM projects (including structures involving bank loans, bonds, government credit programs and other sources of financing)
- A description of the experience as Equity Member in successfully bringing DBFOM projects through construction completion
- A description of the Respondent's experience overseeing DBFOM projects through the operations and maintenance phase and a description of the Respondent's DBFOM experience- North America experience will be given preference

This section must also describe how the Company will comply with the contract measures set forth in Section 2.5 of this RFQ concerning the participation of Community Business Enterprises (CBE) and Community Small Business Enterprises (CSBE) in the Project and must include the SBD Utilization and Assurance Form duly executed by the Respondent.

3.3.5 Project Experience and Capabilities

This section must describe directly relevant projects successfully completed in the past **15 years** by Project Team Members and Key Personnel, describe the capabilities of Project Team Members with

respect to assigned roles on the Project, and describe the availability and relevant capabilities of Key Personnel and other personnel.

For each such reference project, include:

- Project name, location, and type; capital and O&M cost values, and project status (start and completion dates)
- Name of client and contact information
- Project description, relevancy to the Project, and specific scope of services by Project Team Member(s)
- Role of Project Team Member(s) and Key Personnel
- Discussion of how unanticipated circumstances and challenges were addressed

Resumes for Key Personnel and other personnel should be included in Appendix A to the Submittal and must identify professional registrations, certifications and licenses, as applicable, for performing architectural, design and plant operations services in the State of Florida. Each resume must not exceed two pages.

Copies of the certified or registered general contractor or building contractor licenses for the Design-Builder and Lead Constructor(s), as applicable, or any design-build or construction joint venture agreement and statements of authority approval by the State of Florida Department of Professional Regulation Construction Licensing Board (CILB) to be submitted in Step 2 or proof of submittal to the CILB of the joint venture contractual commitment must be included in Appendix B to the Submittal.

In addition, a one-page table must be included to cross-reference each reference project with Project Team Members and Key Personnel.

3.3.6 Financial Condition

This section and Appendix C to the Submittal must include financial and related information for the Company, Guarantor (if proposed), Design-Builder (or the Lead Designer and Lead Constructor, if not intending to utilize design-build delivery), and the Lead Operator. Please note that the COUNTY is seeking single-point responsibility for the full Scope of Services and is not interested in an arrangement whereby financial responsibility would be divided among multiple Guarantors or other parties. Also, it is the COUNTY'S preference that the Company or Guarantor be a sufficiently capitalized United States entity. If the Company or Guarantor would not be a United States entity, Respondent must describe any and all procedural and substantive limitations on the ability of the COUNTY to enforce the Service Contract against the Company or the Guarantor.

If the Respondent is unable or unwilling to provide the information requested, the Respondent shall provide a written explanation for such omission. The COUNTY shall be entitled to consider such absence of information as creating an additional risk to the COUNTY and may grade the Proposal accordingly. The COUNTY reserves the right to request financial statements and information from any other Project Team Member.

- Financial Statements. For the Company, Guarantor (if proposed), Design-Builder (or Lead Designer and Lead Constructor), Equity Member, and Lead Operator, Appendix C to the Submittal must include:
 - **Audited financial statements** (income, balance sheet, and cash flow; and auditor's report, opinion and all relevant notes) for the past three years prepared in accordance with generally-accepted accounting principles. Audited financial statements prepared in accordance with International Financial Reporting Standards (IFRS) are acceptable. Quarterly financial statements, which may be unaudited but must be certified by the Chief Executive Officer, for the current fiscal year.

- The most recent Form 10-K and Form 10-Q filed with the Securities and Exchange Commission (SEC), if regulated by the SEC.
- All credit reports, credit bulletins, ratings or other statements published within the past three years by recognized rating agencies (including Standard & Poor's Rating Services, Moody's Investor Services, and Dun & Bradstreet).
- Any additional information to fully characterize financial condition, including any off-balance sheet obligations or guarantees not fully described in the audited financial statements. For example, the prospectus or offering statement for recent debt or equity offerings, if available, should be included.
- **Bonds and Insurance**. This section must include the following documentation to demonstrate the ability to satisfy the bond and insurance requirements of the Minimum Qualification Requirements:
 - Respondents must demonstrate its capability to provide design-build performance and payment bonds and annual operation and maintenance performance and payment bond in accordance with the requirements for this Project by including in its Submittal a letter from its surety company indicating the Respondent's bonding capacity. The surety company must be authorized to do business in the State of Florida and the bonds and surety company must comply with the requirements set forth in Section 2.3 of this RFQ, including the surety company ratings as to management and strength. The letter must indicate that, based on the information available as of such date of the letter, there is no reason to believe that the surety would not provide performance and payment bonds for the Project (subject to review of the terms of the Contract) and that that Respondent has sufficient bonding capacity available to meet the requirements set forth in this RFQ for the Project.
 - Respondents must acknowledge that if selected in Step 2, the Company will comply with the insurance requirements set forth in this RFQ (subject to modification in the Step 2 RFP) and must demonstrate its capacity to provide insurance in accordance with the requirements for the Project by including in its Submittal a letter from a recognized insurance broker or insurance companies authorized to do business in the State of Florida that insurance coverage is or would be available to the Company meeting the requirements set forth in this RFQ.
- **Financial Questions**. This section must include responses to the questions listed below with respect to the Company (and any Guarantor). If any of these questions are answered in an unfavorable manner, Respondent must describe in detail the unfavorable factor or event and must demonstrate that the unfavorable factor or event will not adversely impact the Company's ability to perform the Project.
 - Material Changes in Financial Position – Are there any recent (past 3 years), existing or anticipated material changes in financial position, including material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures, and/or divestitures?
 - Bankruptcy – In the last 10 years, has there been a voluntary or involuntary filing for bankruptcy?
- **Credit References**. This section must include at least two references for lending institutions that have extended significant credit to the Company (and any Guarantor) within the past two years.
- **Claims and Litigation**. List and briefly describe the claims during the past five years and the merits of all pending and threatened litigation and contingent liabilities for the Company (and, if provided, Guarantor). Are there any threatened, pending or past legal proceedings or judgments, or any contingent liabilities that could adversely affect the ability of the Company to perform the Project? If yes, please describe. Is any Project Team Member involved with any claims, litigation or administrative action against the COUNTY or the State of Florida? If yes, please describe.

3.3.7 Past Performance

This section must describe any instance during the 10 years where a Project Team Member or any Key Personnel has (a) failed to complete a contract or has been terminated on the grounds of alleged breach, default, or nonperformance, (b) been convicted of any criminal conduct or been found in violation of any law concerning antitrust, public contracting, discrimination, or prevailing wages, or (c) been barred from bidding by the federal government or any state government on public contracts.

- **Safety Record.** This section must include the Experience Modification Rate (EMR) data for each Project Team Member for each of the past three full calendar years (2014, 2013 and 2012 or 2011 if 2014 data are not available as of the Submission Deadline) on a firm-wide basis and shall also provide the three-year average values for each firm. Such EMR data must be documented by a letter with contact information from the Project Team Member's insurance carrier or the insurance carrier's representative. This section must also include Occupational Safety Health Act (OSHA) forms 300 and 300A for each Project Team Member for the past three full calendar years indicating OSHA submitted accident data.
- **Client References.** This section must include three client references for the Respondent or Company, the Design-Builder, the Lead Constructor(s), the Lead Design(s), and the Lead Operator, and two for each of the other Project Team Members and each of the Key Personnel. In all cases, the references must be for current projects (50 % complete) or for projects completed within the past 10 years. Please be sure that each one of the client references provided has been advised that they may be contacted by COUNTY staff or other designee.

Pursuant to a Commission on Ethics and Public Trust opinion dated March 15, 2005, potential Respondents requesting professional references from COUNTY employees must submit said request in writing to the attention of the subject COUNTY employee and copy the Clerk of the Board (COB). Note that the COB may be reached either via email at clerkbcc@miamidade.gov or facsimile at (305) 375-2484. Be advised that Pursuant to section 2-11.1(p) of the Miami-Dade County Code, COUNTY employees may not provide personal letters of recommendations for professional services for any person or firm for the subject project.

- **Client Disputes.** This section must discuss Company and Respondent disputes with clients that have required settlement agreements or third party resolution (mediation, independent expert, dispute panel, arbitration or court) on projects underway or completed in the past 10 years and must describe all settled claims, disputes or lawsuits with an owner of a project during such ten year period.
- **Miscellaneous.** This section must describe all OSHA violations and all workers' compensation and safety claims, as well as provide a detailed description of the safety record, insurance claim and loss record, and compliance with applicable Davis-Bacon Act requirements, during the **past 10 years** for the Respondent or Company, the Design-Builder, the Lead Constructor(s) and other Project Team Members that would perform construction work. This section must describe any state licensing violation by any Project Team Member alleged or determined during the past 10 years and **must certify** that no commercial bankruptcy, debarment, disqualification, default, or early contract termination of the Respondent, the Company, or Project Team Member has occurred in the past five years.

3.3.8 Required Affidavits

Respondents must include in Appendix D of its Submittal the following affidavits duly executed by an authorized representative of the Respondent (See Appendix C of this RFQ for the required affidavits):

1. Local Business Preference Affidavit – if claiming a local office in Miami-Dade County
2. Respondent's Affidavit

3. Debarment Disclosure Affidavit
4. Criminal Record Affidavit
5. Collusion Affidavit
6. Public Entity Crimes Sworn Statement

[End of Section 3]

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Section 4

Evaluation of Submittals

4.1 Overall Process

The Submittals 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 Design Criteria Professional and other outside consultants and advisors utilizing the requirements and criteria outlined in this Section 4 and in other sections of this RFQ. 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 Respondent qualifications and determining a shortlist of a maximum of three of the highest qualified Respondents to proceed to the Step 2. In the event one of the three teams shortlisted withdraws, the next best qualified Respondent will be invited to proceed to Step 2.

4.2 Qualifications

The following is a statement of the COUNTY'S expectations with respect to the qualification of the persons contracting with the COUNTY and performing the work. In the event that the Project Team does not meet the qualifications set forth below, the Submittal shall describe in detail how the proposer would provide the COUNTY with protections that meet or exceed the protections afforded by the stated qualifications. Failure to meet the stated qualifications may be considered by the COUNTY to present a greater risk to the COUNTY and ranked accordingly. In addition, the COUNTY may at any time decide that the lack of qualifications in any Submittal presents such risks to the COUNTY that the Submittal should be rejected. In such instance, the Submittal may be rejected at any time in the COUNTY'S sole discretion.

The Step 1 Submittal will initially determine the responsiveness of the Submittal. Each Submittal that is determined to be responsive will be evaluated and ranked by the CSC using the Comparative Evaluation Criteria. This RFQ process will conclude with the CSC's issuance of a short list of the Advancing Firms to Step 2.

At any time during the RFQ evaluation process, the CSC, other COUNTY employees or representatives, including the Design Criteria Professional and other outside consultants and advisors, may (a) submit written questions or requests for clarifications to a Respondent regarding its Submittal or related matters, (b) contact references included in the Submittal and other third parties not included as references in the Submittal to obtain information regarding any Project Team Member or Key Personnel, and (c) visit facilities and clients associated with any Project Team Member or Key Personnel (whether or not such facility or client is included in the Submittal). Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration. The COUNTY may require that all or a limited number of Respondents participate in interviews.

The CSC may, at its discretion, waive any failure of a Submittal to satisfy the requirements of this RFQ if it determines that such waiver is in the best interest of the COUNTY or may request clarification or additional information from a Respondent to cure any such failure.

4.2.1 Financial Requirements

The Submittal must meet the following minimum financial requirements.

- Performance and Payment Bonds. Ability to provide design-build performance and payment bonds in an amount not less than [insert \$] million for the Company's design, construction and performance testing obligations for the Project under the Service Contract and performance and payment bonds in an amount not less than [insert \$] million for the Company's annual operation and maintenance obligations for the Project under the Service Contract.
- Parent Company Guarantee. *Language to be inserted by County Legal and Financial Advisor Input*
- Insurance. Ability of the Contractor to provide the following coverage for the Project: (a) General Liability on standard occurrence form with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$2,000,000 products completed operations; (b) Automobile Liability with minimum limits of \$1,000,000 per accident; (c) Employer's Liability and Workers' Compensation meeting statutory requirements; (d) Environmental Liability with minimum limits of \$10,000,000 per claim and \$20,000,000 annual aggregate; (e) Builder's Risk with a minimum limit of \$40,000,000; and (g) Professional Liability with minimum limits of \$10,000,000 per claim and \$20,000,000 annual aggregate; and (h) Umbrella/Excess Liability of at least \$50,000,000 per occurrence and in the aggregate. Respondent must demonstrate that adequate self-insurance reserves exist for any deductible amount greater than \$50,000.
- Sufficient Financial Strength. The financial statements and other financial information set forth in the Submittal by the Company, Guarantor, Equity Member and Project Team Members must demonstrate sufficient financial strength to undertake the obligations and risks associated with design, permitting, construction, financing and long-term operation and maintenance of the Project. The Company, Guarantor, Equity Member and Project Team Members may not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, insufficient tangible net worth, insufficient net income, or excessive leverage, that could give rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide required performance and payment bonds, insurance, or to maintain sufficient financial strength to undertake obligations and risks associated with design, permitting, construction, financing, and long-term operation and maintenance of the Project.

4.2.2 Licensing and Authorizations

Project Team Members and Key Personnel must hold the applicable licenses, registrations, authorizations or certifications required by law for the performance of their respective disciplines, scopes of work or services. The Submittal must demonstrate satisfaction of all applicable requirements of the COUNTY and the State of Florida with respect to the work or services that would be performed for the Project by each Project Team Member and Key Personnel, including (but not limited to) a State of Florida registered Professional Engineer(s) who will sign and seal construction plans and specifications.

A/E firms included on a Project Team, as applicable, must satisfy the COUNTY'S pre-qualification requirements set forth in Appendix G (COUNTY Pre-Qualification of A/E Firms). Failure of any firms denoted on the Project Teams as an A/E design firm to be technically certified, as applicable, at the time Step 1 Submission Deadline may render the Submittal non-responsive. All design A/E firms of record must be Registered Professional Architects or Engineers in the State of Florida in their respective disciplines.

Design-Builders included on a Project Team must, not later than the Step 1 Submission Deadline and at all times thereafter, including the evaluation and selection process, time of award, and throughout the duration of the contract, meet the requirements stated below. Pursuant to Florida State Statutes 287.055, a Design-Builder is defined as a partnership, corporation, or other legal entity that:

- Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

The Special Purpose Vehicle (SPV) shall submit copies of notarized teaming agreement at the time of the Step 1 Submission Deadline.

In addition, the Designer and the Builder or a Design-Build entity must submit copies of current valid certificate, as indicated above, or failure to submit the required documentation to the State of Florida Department of Business and Professional Regulation (DBPR) and the Construction Industry Licensing Board (CILB) at the time of the Step 1 Submission Deadline may render the Submittal non-responsive.

4.2.3 Safety Record

The three-year average for the last three full years of Experience Modification Rate (EMR) for the Lead Constructor(s) must not exceed 1.00.

4.2.4 Project Experience

The Submittal must demonstrate compliance with the following minimum requirements for project experience:

- Biosolids Processing Facilities Lead Designer. The Lead Designer for the Biosolids Processing Facilities must have successfully completed, within the past 15 years (including projects at least 50% complete as of the Submission Deadline), the design of at least two biosolids stabilization systems that produce Class AA re-usable products, with a minimum aggregate wastewater treatment plant capacity of 20 mgd. **A minimum of two projects are required to demonstrate Lead Designer's experience successfully designing more than one biosolids stabilization system.**
- Lead Constructor(s). The Lead Constructor(s) must have successfully completed, within the past **15 years** (including projects at least 50% complete as of the Submission Deadline), the construction of at least (a) two biosolids processing treatment plants or wastewater treatment plants, each with a minimum construction value of \$50 million, and facilities with a capacity of 30 DTPD. **A minimum of two projects are required to demonstrate Lead Constructor's experience successfully building more than one biosolids processing treatment plant or wastewater treatment plant.**
- Teams: For those entities who propose to provide all services using a teaming or joint venture agreement, at least one of the teams must have successfully completed, within the last **15 years**, (including projects at least 50% complete as of the Submission Deadline) the planning, design, construction and startup of a Biosolids Processing Facility with a minimum production capacity of 30 DTPD.
- Lead Operator(s). The Lead Operator must have successfully performed or be successfully performing, within the **past 15 years** or currently, the operation and maintenance of at least (a) two biosolids processing plants producing re-usable product(s) for agricultural use, public use or as a fuel substitute, each with a minimum production capacity of 30 DTPD. Experience with solids processing and re-use in Florida is desirable. A minimum of two projects are required to demonstrate Lead Operator's experience successfully operating more than one biosolids processing plant. The Lead Operator may provide information on how many tons of class AA biosolids they have marketed in North America, United State, and Florida over the past 10 years.
- General Manager. Must have **at least 15 years** relevant professional experience in responsible charge and management wastewater or biosolids projects of similar in complexity to the Project.

- **Construction Manager.** Must have at least 15 years relevant professional experience in responsible charge and management of the construction of large (minimum \$50 million construction value) water or wastewater projects. Construction manager may provide all certifications they currently have such as the Certified Design Build Professional from the Design-Build Institute of America (DBIA)
- **Design Manager.** Must have at least 15 years relevant professional experience in responsible charge and management of the design of wastewater biosolids processing facilities projects.
- **Major Equipment:** Equipment provided must have demonstrated track record operating in biosolids processing facilities for 5 years, handling at least 30 DTPD. Equipment manufacturer shall maintain an inventory of spare parts readily available for regular and unscheduled maintenance. Equipment provider must demonstrate track record by providing references for a minimum of one facility in commercial operations for at least five years utilizing such major equipment. In addition, the Major Equipment supplier should provide a listing of all other facilities in commercial use, including design capacity in (DTPD), average daily throughput in (DTPD), and years in operation.
- **Equity Member:** Must have demonstrated track record of structuring and securing financing for a diverse range of DBFOM projects and brining the projects through construction. Must demonstrate past experience with financing a water, wastewater project (preferably a biosolids project) with an overall finance value of at least \$50 million construction value. Must have experience at providing equity to a water, wastewater project preferably a biosolids project.
- **Security Clearance:** what does the COUNTY require for the DBFOM/contractor employees? i.e., background check/security clearance.

Failure to identify any of the persons stated above, or the absence of a valid and existing teaming commitment between the Respondent and such person to provide the work required by the Project may be considered to present a greater risk to the COUNTY and the Submittal scored accordingly. The values for project experience are based on January, 2015 dollars.

4.3 Comparative Evaluation Criteria

The CSC, with the assistance of the Design Criteria Professional and other consultants and advisors, will evaluate each Submittal by applying the Comparative Evaluation Criteria set forth in **Table 4-1** and as further described below.

Table 4-1. Step 1 Comparative Evaluation Criteria	
Criterion	Maximum Points
1A. Project Team Experience, Capabilities and Past Performance	[35]
2A. Key Personnel Experience, Capabilities and Past Performance	[35]
3A. Safety Record - Past Performance	[10]
4A. Organization and Management	[10]
5A. Amount of work awarded and paid by the COUNTY	[5]
6A. Ability of Project Team Members to interface with the COUNTY	[5]

- Criteria 1A point value will be applied based on the applicability of the Project Team demonstrated project experience, capabilities and past performance (with a preference on past performance in the North America) with regard to the permitting, design, construction, financing, and operation and maintenance of facilities similar to the Project in type and size. Florida design-build and design-build-operate experience are desirable.

- Criteria 2A point value will be applied based on the level of experience, capabilities and past performance (with a preference on past performance in North America) of Key Personnel specifically with respect to similar type and size projects and their roles on previous projects versus their proposed roles for this Project. Florida and design-build and design-build-operate experience are desirable.
- Criteria 3A point value will be applied based on a three year average for the last three previous full years of the Experience Modification Rate (EMR) and the frequency and severity of OSHA submitted accident data over the last three full calendar years for each Project Team Member.
- Criteria 4A point value will be applied based on the effectiveness demonstrated for the Company and Project Team organization and management to perform the Scope of Services for the Interim Agreement and the Comprehensive Agreement in a timely and compliant manner.
- Criteria 5A point value will be applied based on the amount of dollars awarded and paid to the Project Team Members.
- Criteria 6A point value will be applied based on the Competitive Selection Committee's evaluation of the ability of the Project Team Members to efficiently interface with the COUNTY and WASD in a timely and effective manner with respect to items such as regular and emergency communications, submittals, meeting attendance, commercial issues and other project related activities.

At the Step 1 meeting, the CSC will submit their scores for Step 1 to the COUNTY'S A/E Coordinator. The COUNTY'S A/E Coordinator will record the scores for each Respondent 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.

The tiebreakers are as follows:

- Total qualitative points for Criteria 1A
- Total qualitative points for Criteria 2A
- Total qualitative points for Criteria 3A
- Total qualitative points for Criteria 4A
- Total qualitative points for Criteria 5A
- Total qualitative points for Criteria 6A

The CSC shall short-list no fewer than three responsive and responsible Respondents.

Step 1 scores will not be utilized nor transferred to the Step 2 RFP Evaluation/Selection process.

In the event that the COUNTY receives fewer than three Submittals or fewer than three Respondents determined to be Responsive and Responsible to perform the required services, the COUNTY may proceed with the number of Submittals received which are determined to be Responsive and Responsible, provided that the COUNTY has conducted an analysis of market availability for subject services and determined in its sole discretion that there is no further market availability or immediate interest to provide subject services. Furthermore, in the event that the COUNTY receives fewer than three Submittals, the COUNTY in its sole discretion may extend the Step 1 Submission Deadline, provided that Submittals received have not been opened.

Only those Advancing Firms will be eligible to offer a responsive and responsible technical and price proposal in the Step 2- Evaluation of Technical and Price Proposal process.

4.4 Short List Notification

The CSC will notify in writing up to three Respondents of the short list upon completion of its evaluation of the Submittals.

4.5 Request for Proposals, RFP (Step 2)

The RFP for Step 2 will be available to the Advancing Firms after notification of the short-list.

[End of Section 4]

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Appendix A

Description/Scope of the Project

The Biosolids Processing Facilities (BPFs) and associated efforts include:

1. Construction of one BPF at the CDWWTP and another BPF at the SDWWTP, or transport of dewatered biosolids from the CDWWTP facilities to a single BPF at the SDWWTP, including cake solids loadout facilities at the CDWWTP and cake solids receiving facilities at the single BPF.
2. Transport or convey dewatered biosolids from the SDWWTP dewatering facility to the BPF at SDWWTP, if the option to construct a BSF at CDWWTP is not chosen.
3. Production of a high quality, reusable product, such as soil additive, biofuel or fertilizer that meets and exceeds the Florida Administrative Code requirements for Class AA biosolids as defined in Chapter 62-640, FAC ("Biosolids"). Class AA biosolids products are also assumed to have monetary value that can offset processing costs.
4. Marketing of the Class AA Biosolids to potential users, or properly handle and dispose of any other biosolids as a backup.
5. Identifying, obtaining and maintaining all construction and operating permits required by local, state, and national jurisdictions. Permits will include (but not be limited to) those for site development, utilities, water and air pollution prevention, zoning, environmental, operations, and closure. All permits and licenses required for design, construction, and operation of the BPF(s) in the State of Florida, Miami-Dade County shall be obtained and paid for by the selected Company. If any of the permits for the WWTP need to be evaluated, updated or changed, it will be the responsibility of the Provider to provide the COUNTY and its consultants with all the required technical and other information in a timely manner at the DBFOM Provider's sole cost, in order not to affect the existing operations or delay the construction of the BPF(s).
6. Identify and coordinate all the BPF(s) utility/energy needs with the county and utility companies directly without adversely affecting the COUNTY'S existing operations.
7. Developing an appropriate monitoring, record keeping, and reporting program to: measure the quantity of materials processed, identify and track where material is used, maintain a record demonstrating the quality of the material produced, record and maintain all regulatory reports, and maintain all accounting records recording costs and revenues generated by the BPF(s).
8. Demonstrate compliance with all applicable regulatory requirements. Monthly summaries will be submitted to the COUNTY. The proposer will prepare and submit all necessary records and reports, such as the annual reports for the U.S. Environmental Protection Agency (EPA), the Florida Department of Environmental Protection (FDEP), and all applicable local requirements from Miami Dade County.
9. Perform all sampling and analyses required for the program. Sampling and analyses must be performed in accordance with local, state, and federal regulatory requirements.
10. Submit monthly operations and maintenance reports as required by the Comprehensive Agreement.
11. Additional information concerning the Project, including recent engineering reports for the Design Criteria Professional, can be obtained at the following FTP site [www.miamidade.gov/water]. Communications regarding this information will be managed through the COUNTY'S procurement process. Exhibits identified in this RFQ are available on the FTP site. Respondents are responsible for obtaining any additional information that may be periodically added by the COUNTY to the FTP site.

Appendix B

Basis of Design Memorandum - Biosolids Processing Facility

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Appendix C

Affidavit Forms

[To be added/inserted]

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Appendix D

Certificate of Authorization

Attachment 1 to Transmittal Letter CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Request for Qualifications ("RFQ") submitted by the corporation in response to the Request for Qualifications for the Design-Build-Operate-Finance Contract for the Biosolids Processing Facilities Program, issued by the Miami Dade County, Florida on _____ as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____.

(Affix Seal Here)

Clerk/Secretary

* Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the RFQ. Respondents shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.

Appendix E

Preliminary Term Sheet for Service Contract

Project:	<p>A new biosolids processing facility (BPF) being implemented by the Miami-Dade County Water and Sewer Department (WASD) to improve the reliability and quality of biosolids produced from the Central District Wastewater Treatment Plant (CDWWTP) and the South District Wastewater Treatment Plant (SD WWTP) in Miami-Dade County. The facility generally will consist of the BPF to be located at the SDWWTP, with an option to locate a drying facility at CDWWTP to handle the sludge produced from NDWWTP and CDWWTP solids transport system from the CDWWTP to the BPF, and product storage and marketing for the material produced at the BPF (Project).</p> <p>WASD operates an air drying/composting facility at the SDWWTP. This area and some of the equipment can be made available to the Company performing the Project.</p>
Parties:	<p>The County of Miami-Dade, Florida (COUNTY) and a special purpose vehicle organized to perform the design, permitting, construction, financing and long-term operation and maintenance of the Project (Company).</p>
COUNTY Representatives:	<p>Engineering firms will provide consulting services to assist the COUNTY with procurement and implementation of the Project, including preparation of a design criteria package, permitting, life-cycle cost development, scheduling, design review and construction inspection.</p>
Term:	<p>Initial term of twenty (20) years from the date when the Project is placed into service (Service Date), subject to COUNTY renewal options for an aggregate of up to twenty (210) additional years.</p>
Performance Security:	<p>As of the date of execution (Contract Date), the Company will provide: (a) third-party guarantee of the Company's contractual obligations to the COUNTY (Guaranty Agreement); (b) performance and payment bonds for the Design-Build Work in amounts equal to one-hundred percent (100%) of the Design-Build Price; (c) or a letter of credit in an amount equal to <i>five percent (5%)</i> of the Design-Build Price, or (d) parent guarantee.</p> <p>As of the Service Date, the Company shall provide an annually-renewable performance bond for operation, maintenance and other Company obligations other than the Design-Build Work (Services) in an amount equal to <i>one-hundred and fifty percent (150%)</i> of the Service Fee.</p>
Property Rights:	<p>The COUNTY owns the land where the BPF will be located (Plant Site) and such land will be made available to Company.</p>
Ownership:	<p>The Company will not own the Project, nor have any ownership rights to the raw biosolids material. The Project will be owned by the COUNTY. The Company will assume ownership of biosolid material upon transfer from the WWTP and be responsible for marketing and distribution of the finished biosolids material.</p>
Company Obligations:	<p>The Company will generally be obligated to arrange financing and achieve financial close, prepare final design, obtain permits and government approvals, perform construction, conduct performance testing, and perform operation, maintenance, repair, renewal and replacement services for the Project, in addition to marketing of the AA biosolids from the BPF.</p>

CBE/CSBE Goals:	Goals for Community Business Enterprise (CBE) and Community Small Business Enterprise (CSBE) participation will be provided.
Financial Close:	The Company must achieve financial close for the full amount of private financing necessary for the Project no later than ninety (120) calendar days from the Contract Date. Failure to achieve financial close within such time will entitle the COUNTY to terminate the Service Contract for default. It is anticipated that the Fixed Availability Charge component of the Service Fee will be established, based on a pre-agreed formula to take into account market interest rates as of the date of financial close.
Design-Build Work:	The Company shall perform all the work and related activities necessary to complete design and construction and place the Project into service, including (but not limited to) preparing the final design (subject to review and comment by the COUNTY or Authorized COUNTY Representatives); applying for, obtaining and maintaining all necessary permits and approvals; procure all subcontractors, materials and equipment; comply with reporting requirements; undertake design and construction quality management; employ safe and effective construction means and methods; promptly complete for all necessary correction of construction work; achieve substantial completion of construction; conduct start-up and commissioning; successfully complete performance testing; and arrange for any necessary temporary construction easements and all temporary facilities that may be necessary (Design-Build Work).
Design and Permitting:	The Company shall have sole responsibility and liability for design and permitting of the Project, provided that the COUNTY shall have the right to review and comment on all design documentation prepared by the Company for the purpose of comparing the consistency of design documentation with the design requirements set forth in the Service Contract (Design Requirements). The COUNTY may, in its sole discretion, accept or reject any change to the Design Requirements proposed by the Company. The Company will implement changes to the Design Requirements that may be requested by the COUNTY to the extent that such changes do not impair the Company's ability to perform its obligations. Additional costs incurred by the Company due to changes requested by the COUNTY that occurred after the final negotiations and financial close will be grounds for a change request. Impacts on Company obligations caused by changes to the Design Requirements necessitated by Uncontrollable Circumstances may entitle Company to cost, time and performance relief. If any of the permits for the WWTP need to be evaluated, updated or changed, it will be the responsibility of the Project Team to provide the COUNTY and its consultants with all the required technical and other information in a timely manner at the Proposers sole cost, in order not to affect the existing operations or delay the construction of the BPF.
Design-Build Costs:	The Company shall pay all costs incurred for the Design-Build Work without reimbursement from the COUNTY (other than through payment of the Service Fee). The amount of such costs for the Design-Build Work reflected in the Service Fee will be based on a fixed price as of the Contract Date that may be adjusted to account for (a) Uncontrollable Circumstances, (b) changes in the unit prices for certain commodities; and (c) changes in design or construction requested by the COUNTY.
Performance Testing:	After substantial completion of the Project, the Company will be required to conduct and pass performance testing as a condition of achieving the Service Date. Such performance testing must demonstrate (among other things) the Project's capability to produce Class AA biosolids according to agreed-to operating conditions and criteria including digested biosolids quality and quantities,

	maximum electrical power and natural gas utilization, and finished product quality and quantities.
Schedule:	The Company must achieve the Service Date not later than [insert number of days] calendar days after the Contract Date (Scheduled Service Date), subject to adjustment of the Scheduled Service Date due to Uncontrollable Circumstances or changes requested by the COUNTY.
Delay Liquidated Damages:	If the Service Date occurs after the Scheduled Service Date, the Company will pay [insert dollar amount] dollars per day to the COUNTY as liquidated damages for such delay, up to a maximum of [insert dollar amount] dollars.
Early Completion Bonus:	If the Service Date occurs before the Scheduled Service Date, the COUNTY will pay [insert dollar amount] dollars per day to the Company as an early completion bonus up to the maximum amount of [insert dollar amount] dollars.
Operation and Maintenance:	Starting on the Service Date, the Company shall operate and maintain the Project on a schedule that is flexible and sufficient to meet all of WASD's processing needs for residuals after biosolids dewatering. The Company shall process dewatered/digested biosolids to produce a Class AA biosolids product as required by the Operating Protocol in conformance with the Performance Standards and with the maintenance, repair, renewal, replacement and other requirements of the Service Contract.
Performance Standards:	Specific standards applicable to Company provision of the Services will be provided, including (but not limited to) standards for digested/dewatered biosolids at the CDWWTP and SDWWTP Plant Site, finished biosolids quality (inclusive of all current federal and state regulatory standards), biosolids processing loading rates, and availability of heat sources. Company's obligation to comply with finished biosolids quality standards and production rates will be subject to relief under agreed-to conditions (but not including Company fault) concerning the quality and production rates of raw dewatered/digested biosolids produced by the CDWWTP and SDWWTP.
Electrical Power and Natural Gas:	The COUNTY will pay the electric and gas utility directly for electrical power consumed in the operation of the Project, subject to maximum amounts of electrical usage and demand guaranteed by the Company. Bidders will propose a specified baseline usage assumption for electrical power and natural gas for the facility that is validated by a third party; the COUNTY and the Company will come to agreement on the proposed consumption level; and any excesses will be paid by the Company; and any savings obtained in energy usage from the established baseline will be equally shared by both parties. No Company markup will be allowed for the costs of electrical power or natural gas that are part of the Service Fee for the Project.
Repair, Renewal and Replacement:	This Contract includes the O&M component to it, therefore the Company will be responsible for all repairs, renewals and replacements required during the term of the Service Contract, and for turning the keys to the facility after the Contract Term to the COUNTY in "great good working" given normal wear and tear with all required R&R completed.

Service Fee:	<p>Starting on the Service Date and subject to adjustment for non-performance by the Company, the COUNTY will pay a monthly fee for the Company's provision of the Services (Service Fee). The Service Fee will include the following components:</p> <ul style="list-style-type: none">(a) Availability Charge in a fixed amount to pay the Company for its financing of the Project (including, as applicable, debt service and return on equity);(b) Fixed O&M Charge in an amount to pay the Company for its fixed costs and related overhead and profit for operation and maintenance of the Project;(c) Production Charge in an amount to pay the Company for its variable costs and related overhead and profit calculated by multiplying the dry tons (DT) of finished biosolids produced during the month times [\$ from proposal] amount per DT. (The Production Charge may be further broken down into separate charges for processing of CDWWTP and SDWWTP biosolids. The Production Charge may take into account variations in one or more biosolids quality parameters, such as moisture content.)
Service Fee Adjustments:	<p>The Service Fee will be increased or decreased during the term to account for the following:</p> <ul style="list-style-type: none">(a) Inflation based on changes in an agreed-to economic index or indices, such as the Consumer Price Index (CPI), but excluding the Fixed Availability Charge. Alternative indices may be proposed during one-on-one discussion with bidders;(b) Uncontrollable Circumstances;(c) Capital improvements requested by the COUNTY;(d) Electrical power credits based on Company electrical power consumption above guaranteed maximum amounts;(e) Electrical power efficiency payments based on [fifteen percent (15%)] of Company electrical power consumption below guaranteed maximum amounts; and(f) Marketing of the product and the removal from the site(g) Such other items as may be agreed
Uncontrollable Circumstances:	<p>Events and conditions that may entitle Company to cost, time and/or performance relief will include differing site conditions, change in law, variations in the quality of raw biosolids produced at the CDWWTP or the SDWWTP outside agreed-to ranges, variations in the production rate of digested/dewatered biosolids from the CDWWTP and SDWWTP below agreed-to amounts, uninsurable force majeure, abnormal weather, labor disputes not limited to Project employees, and certain other events and conditions. The scope of such relief available to the Company may be limited to cost-only or time-only for certain events or conditions.</p> <p>No relief will provided in the event of Company or subcontractor fault in the design, construction, operation or maintenance of the Project or failure to comply with obligations set forth in the Service Contract.</p>
Applicable Law:	<p>Company at all times shall comply with all laws (including federal, state, COUNTY and municipal laws, ordinances, ordinances, procedures, etc.) applicable to the Project and the Services. Additionally, Section 2-1076 of the Code of Miami-Dade County, which pertains to the Office of the Inspector General, shall apply to this Service Contract.</p>

Indemnification:	Company shall indemnify COUNTY and related entities and individuals from losses and claims arising from negligence, omissions, intentional misconduct, and failure to perform or comply with contractual obligations and as also provided for specific circumstances. Company's indemnification shall not be limited by availability or unavailability of insurance coverage.
Limitation of Liability:	Company's aggregate liability under the Service Contract as a consequence of a claim or suit initiated by the COUNTY shall be limited to the [REDACTED] from the Contract Date through the date two years after the Service Date. Starting two years after the Service Date, such aggregate liability shall be limited to an amount equal to [REDACTED]. Such limitations of liability do not apply to Company indemnification of claims by third parties.
Consequential Damages:	Neither party will be liable to the other for special, incidental, consequential, punitive or similar damages arising out of claims or disputes between the parties. Such waiver does not apply to Company indemnification of claims by third parties.
Required Insurance:	Minimum limits of coverage will be provided for insurance policies that must be carried by the Company (including commercial general liability, workers' compensation and employer's liability, commercial automobile liability, umbrella liability, professional liability, contractor's pollution liability, builder's risk during construction, and property, boiler and machinery and business interruption during operation). Company will be responsible for deductibles.
COUNTY "Step-In" Rights:	In the event of Company's non-performance of a material obligation or non-conformance with a material requirement set forth in the agreement, the COUNTY may elect (though the use of COUNTY forces or third-party contractors) to undertake performance of such obligation or requirement on a temporary or permanent basis. Such step-in rights may be subject to providing any lender to the Project an opportunity to cure such non-performance.
Convenience Termination:	<p>Starting ten (10) years after the Service Date and upon sixty (60) days' written notice and without cause, the COUNTY for its convenience may terminate the Service Contract and will pay Company (a) all Service Fee amounts due as of such date of termination (b) a termination fee as set forth in the Service Contract that will automatically decrease each month after the Service Date, and (c) a capital payment amount calculated according to an agreed-to formula to reimburse Company for the outstanding balance of the private financing due as of such date of termination and related costs and fees, if any, necessarily incurred in connection with the redemption of such financing.</p> <p>Starting ten (10) years after the Contract Date through the Service Date and upon sixty (60) days' written notice and without cause, the COUNTY for its convenience may terminate the Service Contract and will pay Company (a) all amounts due as of such date of termination, and (b) a capital payment amount calculated according to an agreed-to formula to reimburse Company for the outstanding balance of the private financing due as of such date of termination and related costs and fees, if any, necessarily incurred in connection with the redemption of such financing.</p>
Default Termination:	Upon thirty (30) days' written notice and subject to cure, either party may terminate the Service Contract upon a material breach by the other party and upon the occurrence of other defined events of default. The terminated party will be liable for direct damages incurred by the other party in the event of such breach and termination. Certain events of default will also be provided for termination without cure.

- Lender Rights:** Lenders included as part of private financing for the Project will have customary rights to step in and cure Company default prior to termination by the COUNTY.
- Turnover Condition:** Prior to transfer of Project operations responsibility to the COUNTY, Company will be required to comply with requirements pertaining to the condition of Project assets. The facility will be in good working condition given normal wear and tear with all required R&R completed. A process will be included for an independent engineering assessment to be conducted every five (5) years and two years prior to handback. The COUNTY will have unlimited access to the facility for inspection and assessment.
- Miscellaneous:** Provisions will be included regarding progress schedules, raw and finished biosolids quality testing and reporting, key personnel, periodic inspection and audit, books and records, refinancing of private financing, restoration of damage or destruction, dispute resolution, representations and warranties, labor practices, use of subcontractors, operating protocols, assignment and changes in control, contract administration, and the like.

Appendix F

Summary of 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
- 14-77 - Sea Level Rise & Climate Change

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 (refer to Division 2.6 for location)

Appendix G

County Pre-Qualification of A/E Firms

A/E Firms. All properly licensed firms and/or individuals included on the Project Team for providing engineering, architectural, landscape architectural, land surveying and mapping services, regardless of their individual assignments in connection with this Project, and responding to this solicitation must have filed with ISD a pre-qualification package and have approved pre-qualification status from ISD, in accordance with Chapter 2, Section 2-10.4 and Administrative Order 3-39 of Miami-Dade County, prior to the Submittal Deadline. Firms and/or individuals are required to maintain active pre-qualification status at the time of the Step 1 Submission Deadline, solicitation evaluation and selection process, and, if selected at time of award, and throughout the duration of the Service Contract.

Interested A/E firms and/or individuals must secure the required pre-qualification certification which includes, but may not be limited to technical certifications, affirmative action plan verification, vendor registration and execution of the basic Miami-Dade County affidavits, as applicable, prior to the Step 1 Submission Deadline. The A/E pre-qualification requirement is also applicable to any firm that may be later selected to perform work as a substitute for a previously selected firm, or to perform additional work on this Project.

Joint Venture firms may be pre-qualified in the same manner as other firms. In the alternative, if a Joint Venture firm opts to satisfy the technical certification requirements of this solicitation through the A/E firm comprising the Joint Venture, the Joint Venture shall at a minimum comply with the following additional requirements:

1. The Joint Venture shall in its own name obtain an approved affirmative action plan.
2. The Joint Venture shall in its own name submit a completed vendor registration package, including applicable affidavits.
3. The A/E entity shall in its own name be pre-qualified prior to the Step 1 Submission Deadline.

The above requirements must be completed by the Joint Venture in its own name no later than the Step 1 Submission Deadline. Failure of any firms denoted on the Design-Builder's A/E design team to be pre-qualified at the Step 1 Submission Deadline may render the Submittal non-responsive.

A/E Technical Certification Requirements for the A/E design members of the Project Team:

6.03 Water and Sanitary Sewer Systems – Water and Sanitary Sewage Treatment Plants (Lead Designer)

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

10.05 Environmental Engineering – Contamination Assessment and Monitoring

11.00 General Structural Engineering

12.00 General Mechanical Engineering

13.00 General Electrical Engineering

14.00 Architecture

15.01 Surveying and Mapping – Land Surveying

16.00 General Civil Engineering (Lead Designer)

17.00 Engineering Construction Management (Lead Designer)

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole Respondent, or a team of firms. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, the individual is required to have the relevant certification(s). Individuals who are not technically certified will not be “allowed” to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For questions regarding Miami-Dade County's A/E Technical Certification, that are not related to this project and Certification Committee meeting dates, please contact **Nubia Jarquin**, Internal Services Department (ISD), at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the following website:
<http://www.miamidade.gov/internalservices/technical-certification.asp>.

In the event that the Respondent is a Joint Venture, the A/E technical certification requirements of this RFQ may be satisfied by the Joint Venture or by the A/E individual firm comprising the Joint Venture. Failure to satisfy the requirements shall result in the disqualification of the Joint Venture.

A/E Technical Certification Requirements			
		%	CBE %
6.03	Water and Sanitary Sewer Systems – Water and Sanitary Sewage Treatment Plants – Lead Designer (PRIMER)	40%	6%
10.05	Environmental Engineering – Contamination Assessment and Monitoring	1%	1%
11.00	General Structural Engineering	10%	2%
12.00	General Mechanical Engineering	10%	2%
13.00	General Electrical Engineering	12%	2%
14.00	Architecture	5%	2%
15.01	Surveying and Mapping – Land Surveying	3%	1%
16.00	General Civil Engineering	5%	2%
17.00	Engineering Construction Management	14%	3%
	TOTAL	100%	20%

A/E TECHNICAL CERTIFICATION REQUIREMENTS

Lead Designer (Prime)

6.03 Water and Sanitary Sewer Systems – Major Water and Sanitary Sewage Pumping Facilities

12.00 General Mechanical Engineering

13.00 General Electrical Engineering

16.00 General Civil Engineering

Lead Designer (Primer) and/or Subconsultants

10.05 Environmental Engineering – Contamination Assessment and Monitoring

- 11.00 General Structural Engineering
- 14.00 Architecture
- 15.01 Surveying and Mapping – Land Surveying
- 17.00 Engineering Construction Management

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