

REQUEST FOR QUALIFICATIONS (STEP 1)

ISD Project No. 14-DBFO-WASD-01

Design-Build-Finance-Operate-Maintain Services

For

South Miami Heights Water Treatment Plant Program

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

Issued Date: [_____]

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

This Request for Qualifications (RFQ), is the first step in a two-step selection process, and is intended to obtain statements of qualifications from Respondents interested in being considered for inclusion on a pre-qualified short-list of no fewer than three responsive and responsible Project Teams (the “Advancing Firms”). 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, operation and maintenance (including renewal and replacement) services required by the Miami-Dade Water and Sewer Department (WASD) for the South Miami Heights Water Treatment Plant Program (Project). Such Proposals would be in response to a Request for Proposals (RFP) being prepared by the County with assistance from CDM Smith Inc. as the Design Criteria Professional. Only the Advancing Firms will be eligible to submit Proposals. A tentative schedule of critical events is included in **Table 1-1** below and subject to change at any time at the sole discretion of the County.

Table 1-1 Schedule of Critical Events

Event	Date
1. Step 1 RFQ Issued	TBD
2. Step 1 RFQ Pre-Submittal Project Briefing	TBD
3. Step 1 RFQ Deadline for Receipt of Questions	TBD
4. Step 1 RFQ Submittal Due	TBD
5. Step 1 RFQ Advancing Firms Notified	TBD
6. Step 2 Request for Proposals (RFP) Issued	TBD
7. Step 2 RFP Pre-Submittal Project Briefing and Site Visit	TBD
8. Step 2 RFP Deadline for Receipt of Questions	TBD
9. Step 2 RFP Submittal Due	TBD

The County has determined that the project is a Qualifying Project as that term is defined under Section 287.05712 of the Florida Statutes, and, in its sole discretion and subject to the processes for competition, selection, evaluation and negotiation set forth in the law and in these documents, plans to enter into a comprehensive agreement for the design, permitting, financing, construction, operation and maintenance of the Project in accordance with that Section. Please note that this solicitation has been issued through the County’s BidSync Electronic Bidding System, requiring Submittals electronically. (Potential Respondent should be registered with BidSync.)

1.2 The Project

A description of the Project, including a description of County assumptions and expectations for the comprehensive agreement, is set forth in Appendix A.

Additional information concerning the Project, including engineering reports can be obtained at the following FTP site: [_____]. 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 firm 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 another person, corporation or other entity or under direct or indirect common control with such person, corporation or other entity.
- “Advancing Firms” means the short-list of Project Teams 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 Scope of Services for the Project and would enter into the Service 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.
- “County” or “Owner” means Miami-Dade County, a political subdivision of the State of Florida.
- “County Technical Advisor” means the firm, CDM Smith Inc., that is providing engineering and related professional services to support the County in the procurement process and is the Design Criteria Professional for the Project.
- “County’s A/E Coordinator” means the person designated by the County as the primary contact for this solicitation.
- “Days” or “days” mean 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” means a firm that would be responsible for performance of both design and construction of all or a portion of the Project.
- “Director” means the Director of the Miami-Dade Water & Sewer Department.
- “Guarantor” means the entity that would provide an unconditional guarantee of the Company’s performance of the Service Contract.
- “General Manager” means the individual employee of the Company responsible to the County for the Company’s performance of its obligations under the Service 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), hydrogeologic studies, well design and construction (Hydrogeologist), financing (Finance Arranger), construction (Construction Manager), operation and maintenance (O&M Manager), quality management (QA/QC Manager), permits and approvals (Permitting Manager) and other individuals and positions that may be set forth in the 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 duly registered under Chapter 481 of the Florida Statutes with responsibility for preparation of the detailed plans and specifications for the construction of all or a portion of the Project. (The Lead Designer may also be designated as the Design-Builder.)
- “Lead Operator” means a firm that would be responsible for operation and maintenance of all or a portion of the Project.
- “MDWASD” means the Miami-Dade Water & Sewer Department.
- “Owner” means Miami-Dade County, a political subdivision of the State of Florida.
- “Project” means the South Miami Heights Water Treatment Plant Program described in this RFQ.
- “Project Team” means, collectively, all of the firms set forth in the Submittal (including subconsultants, subcontractors, the Respondent, the Company, and members, partners, and Affiliates) and Key Personnel.
- “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.
- “Respondent” means the party (or parties) submitting the Submittal, executing the cover letter and Form [____], as a legal person or persons capable of transacting business in Miami Dade County.
- “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 Service 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.

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- “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 under the Service Contract.
- “Service Contract” means the contract between the County and the Company setting forth the obligations of the parties with respect to the design, permitting, financing, construction, operation and maintenance of the Project, which contract may be comprised of one or more legal documents capturing the whole or parts of the Project as appropriate.
- “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.

[End of Section 1]

Section 2

General Requirements and Instructions

2.1 Effect of Submittal

Submitting a proposal in response to this RFQ shall constitute the irrevocable 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. The Respondent shall be a legal person, capable of entering into legally enforceable contractual commitments, and otherwise authorized to do business in the State of Florida. The Respondent shall be expressly authorized to make the representations 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.

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 provisions 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 MDWASD, adopts the provisions of this Section to govern potential conflicts of interest. It is the policy of the COUNTY, implemented through this Section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the COUNTY'S contracting for the Project and to protect the business interests of the COUNTY thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest including, but not limited to, the County's Code of Ethics.
- An organizational conflict of interest is a situation in which a person: (a) under the 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, then the COUNTY shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the COUNTY'S interest is outweighed by the expected benefit from having the conflicted person perform the 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, and 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.

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2.3.2 Advance Restrictions

CDM Smith 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. In addition, the following firms have been retained by the Design Criteria Professional and likewise are not eligible for inclusion on a Project Team or for otherwise performing any services for the Project, Respondent or other Project Team Member:

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

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

Please be advised that in the event a firm fails to adhere to the restrictions stated herein and participates in more than the outlined maximums, then all affected 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

Proposed participating CBE/CSBE firms must have a valid Miami-Dade County CBE/CSBE certification by the Step 1 Submittal Deadline of this solicitation. If selected, participating CBE/CSBE firms must have a valid CBE/CSBE certification at the time of award of the 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 nonresponsive. To verify whether your company has a CSBE make-up requirement, please refer to the RER webpage at <http://www.miamidade.gov/business/reports-certification-lists.asp>. For questions regarding this requirement, contact RER at (305) 375-3131.

2.6 Vendor Registration

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

2.7 Prequalification

All firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements must be prequalified in Miami-Dade County. Pre-qualification certification is the consolidation of the various certification processes into one streamlined process and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of the basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by the Internal Services Department (ISD). Pre-Qualification approval is granted to firms who have received approval from ISD on all the required certification processes outlined above. The County’s prequalification certification process is described in more detail in Exhibit F.

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 Ms. Patrice King, Regulatory and Economic Resources Department (RER), 111 N.W. 1st Street, 19th Floor, Miami, FL 33128, telephone number (305) 375-3103. New firms requesting pre-qualification certification with Miami-Dade County to provide engineering, architectural, landscape architectural, land surveying and, mapping services are required to submit WHD forms to RER.

2.10 Confidential Information

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 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.

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 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 Member prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

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

Any questions regarding conflict of interest related to Section 2-11.1 of the Code of Miami-Dade County shall be submitted by the 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 fty@miamidade.gov. Determinations by the Ethics Commission shall be deemed final.

2.14 Postponement/Cancellation

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all 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.

2.15 Contract Award

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

2.16 Rights of Protest

A recommendation for contract award or rejection of proposals may be protested by a 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

Communications

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 Section 2.7 of this RFQ:

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

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.

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 [_____] (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.

Delivery of Hard Copies

Within 48-hours of the Submission Deadline, ten hard copies of the electronic Submittal (with each hard copy also 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: [_____]
Re: ISD Project No. 14-DBFO-WASD-01

The sealed boxes or envelopes must have the Respondent name and address and the following information clearly marked and visible on the exterior: "South Miami Heights Water Treatment Plant Program – 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

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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.

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.

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 should not exceed 75 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. Qualifications Summary
4. Organization and Management
5. Project Experience and Capabilities
6. Financial Condition
7. Past Performance
8. Appendix A – Resumes (maximum 2 pages each)
9. Appendix B – Contractor Licenses
10. Appendix C – Financial Statements
11. Appendix D – Affidavits

Marketing brochures, generic narratives and audio visual materials, such as audio recordings or video recordings or tapes, 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 Project Team possesses 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.

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. The transmittal letter must also clearly indicate Respondent's commitment to timely delivery of the Project and intent to participate in the Step 2 RFP process if included on the short-list of Advancing Firms.

Executive Summary

This section should not exceed three 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 DBO 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 below

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.

Organization and Management

This section must describe the Company and the organization, management and integration of the Project Team, Project Team Members and the Key Personnel for execution of the Project in a timely and effective manner. The section shall also describe the relationship, contractual or otherwise, between the Project Team Members and the Company. 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; or
- 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 and Key Personnel comprising the Project Team, the Submittal shall describe whether a written agreement or other valid contractual commitment 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 program for the Project;
- A description of projects where Project Team Members have worked together; and
- 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.

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.

Project Experience and Capabilities

This section must describe directly relevant projects successfully completed in the past ten 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; and
- 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) or proof of submittal to the CILB of the joint venture agreement and statements of authority 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.

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), 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. 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 a design-build performance and payment bond and an 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 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 Service 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 ten 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.

Past Performance

This section must describe any instance during the past ten 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 (2013, 2012 and 2011 or 2010 if 2013 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 or for projects completed within the past five 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 ten 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 five 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 ten 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.

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 B to this RFQ for the required forms of affidavits):

- Local Business Preference Affidavit – if claiming a local office in Miami-Dade County
- Respondent’s Affidavit
- Debarment Disclosure Affidavit
- Criminal Record Affidavit
- Collusion Affidavit
- Public Entity Crimes Sworn Statement

[End of Section 3]

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 minimum of three of the highest qualified Respondents to proceed to the Step 2.

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 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.

Financial Requirements

The Submittal should evidence the Project Team’s ability to comply with the following financial requirements:

- **Performance and Payment Bonds.** Ability to provide design-build performance and payment bonds in an amount not less than [_____] 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 [_____] million for the Company’s annual operation and maintenance obligations for the Project under the Service Contract.
- **Insurance.** Ability 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 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 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 or 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.

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 E (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:

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- 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.

Those Design-Builders organized as a Joint Venture must provide documentation for each entity participating in the Joint Venture to include the legal name of the companies participating in the Joint Venture as registered with the State of Florida together with copies of the Joint Venture agreement and statements of authority as submitted to the State of Florida Department of Professional Regulation Construction Industry Licensing Board (CILB). Copies of the joint venture agreement and statements of authority and proof of submission to the CILB from those firms submitting as a Joint Venture must be submitted to and received by the CILB prior to the Step 1 Submission Deadline. The Joint Venture agreement and statements of authority must be approved by the CILB Board Office prior to the Step 2 Proposal Deadline for those Advancing Firms.

Failure for a Design-Builder to hold a current valid certificate, as indicated above, or failure for those Joint Venture firms to submit the required documentation to the CILB by the Step 1 Submission Deadline may render the Submittal non-responsive. The Joint Venture must be qualified by the CILB.

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 1.10.

Project Experience

The Submittal should identify each of the following persons, and for each provide sufficient information for the County to perform an evaluation of how such person satisfies the stated requirement or equivalent. The Submittal should evidence the Project Team's ability to comply with the following project experience requirements:

- Water Treatment Plant Lead Designer. The Lead Designer for the membrane water treatment plant should have successfully completed, within the past ten years (including projects at least 50% complete as of the Submission Deadline), the design of at least two membrane treatment plants that treat brackish groundwater for potable use, with a minimum treated water production capacity of 5 mgd each.
- Raw Water Supply Lead Designer. The Lead Designer for the water supply wells should have successfully completed, within the past ten years (including projects at least 50% complete as of the Submission Deadline), the design of at least three raw water supply systems that extract groundwater for treatment for potable use, with a minimum raw water supply production capacity of 10 mgd each. At least one wellfield must be in the surficial Biscayne Aquifer (unconfined) and one wellfield in the Upper Floridan Aquifer (confined).
- Deep Well Injection Lead Designer. The Lead Designer for the deep well injection system should have successfully completed, within the past ten years (including projects at least 50% complete as of the Submission Deadline), the design of at least one deep well injection systems that dispose of concentrate from membrane treatment facilities into the Floridan Aquifer "Boulder Zone", with a minimum concentrate disposal capacity of 2 mgd each.
- Lead Constructor(s). The Lead Constructor(s) should have successfully completed, within the past ten years (including projects at least 50% complete as of the Submission Deadline), the construction of at least (a) two drinking water treatment plants or wastewater treatment

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plants, each with a minimum construction value of \$25 million, and (b) two groundwater well fields with transmission mains, each with a minimum construction value of \$10 million , (c) no less than one mile in length, preferably of 24-inch or larger diameter pipe and (d) one membrane water treatment plant.

- Lead Operator(s). The Lead Operator should have successfully performed or be successfully performing, within the past ten years or currently, the operation and maintenance of at least (a) two drinking water treatment plants producing potable water for public use, each with a minimum production capacity of 5 mgd, and (b) one raw water supply system utilizing groundwater wells and transmission mains with a minimum raw water production capacity of 10 mgd. Experience with brackish groundwater RO treatment in Florida is desirable.
- General Manager. Should have at least ten years relevant professional experience in responsible charge and management of water or wastewater projects of similar in complexity to the Project.
- Construction Manager. Should have at least fifteen years relevant professional experience in responsible charge and management of the construction of large (minimum \$20 million construction value) water or wastewater projects.
- Design Manager. Should have at least fifteen years relevant professional experience in responsible charge and management of the design of drinking water treatment plant projects.
- Hydrogeologist. Should have at least fifteen years relevant professional experience in responsible charge and management of the design of deep well injection systems, wells in the surficial Biscayne Aquifer (unconfined) and the Upper Floridan Aquifer.

Failure to identify any of the persons stated above, or the absence of a valid and existing contractual 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** 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	[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 United States) 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. Hydrogeologic testing experience in Florida by a Professional Geologist or Hydrogeologist is preferred.

- Criteria 2A point value will be applied based on the level of experience, capabilities and past performance (with a preference on past performance in the United States) 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, 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 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 MDWASD 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; and
- 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 the 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 each Respondent 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]

Appendix A

Description of the Project

The Miami-Dade Water and Sewer Department (MDWASD) is the largest water and sewer utility in the southeastern United States, serving nearly 2.3 million residents, employing nearly 2,500 workers, and providing direct service to more than 440,000 customers with annual operating revenues of more than \$528 million. MDWASD provides water and wastewater service to the unincorporated areas of Miami-Dade County, wholesale water service to 14 municipalities, and wholesale wastewater service to 11 municipalities. The South Miami Heights Water Treatment Plant (SMH WTP) seeks to improve reliability in water service and quality by allowing for the decommissioning of satellite plants with over 40 years of service. Construction of the plant will benefit the consumers in the south Miami-Dade area and will bolster water treatment production capacity. The plant is located at 11800 SW 208 Street in County Commission District 9.

In 2006, an Interim Consumptive Use Authorization and Agreement was reached between MDWASD and the South Florida Water Management District (SFWMD). As part of this Agreement, MDWASD agreed to incorporate the use of the Upper Floridan Aquifer (UFA) raw water into Miami-Dade County's water supply portfolio. On July 16, 2012, SFWMD issued a modification to MDWASD's Water Use Permit (WUP), which limits the raw water withdrawal rate from the Biscayne Aquifer (BA) to 3 million gallons per day (mgd), with the balance of the raw water being withdrawn from the UFA.

Water Treatment Plant Process

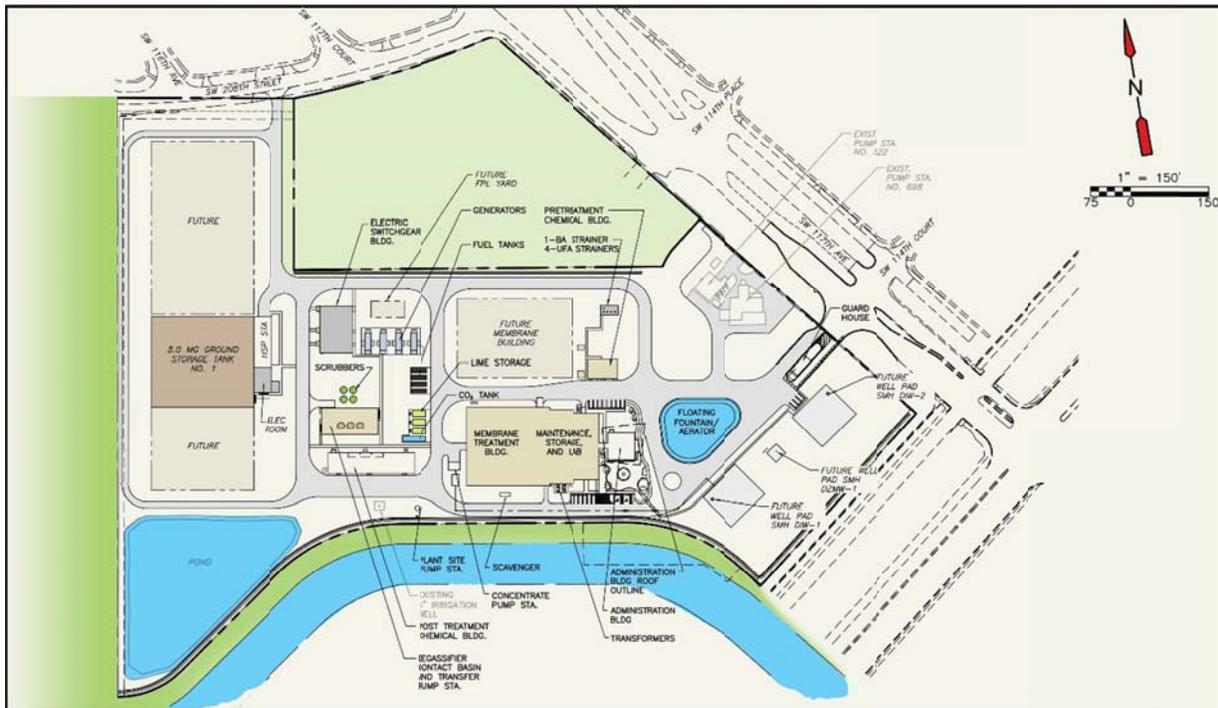
The design criteria draft for the SMH WTP, which when ready to be published, can be viewed at www.miamidade.gov/water include, but is not limited to all of the following:

- A membrane treatment plant and associated facilities and buildings to produce 20 mgd (max day) finished water using raw water meeting all drinking water standards from a combination of the UFA and BA raw water supplies.
- Raw water supply wells in the Upper Floridan Aquifer (UFA) and the Biscayne Aquifer (BA) along with transmission mains from such well fields to the water treatment plant site. Raw water withdrawal from the BA is limited to 1,095 million gallons during any 12-month consecutive period. (Assume 3.0 million gallons per day (mgd)).
- Raw water from the BA would be treated using nanofiltration (NF) or ultralow pressure (ULP) reverse osmosis (RO) membranes.
- Raw water from the UFA would be treated using RO membranes.
- BA and UFA streams are treated via separate membrane skids.
- Finished water stabilization would be achieved using hydrated lime and carbon dioxide addition.

Finished water from the SMH WTP will meet all Primary and Secondary Drinking Water Standards with post-treatment for stabilized, non-corrosive water. It is anticipated that pH adjustment and calcium hardness addition using hydrated lime in conjunction with carbon dioxide addition for carbonate alkalinity augmentation will be necessary for finished water stabilization.

The recommended configuration alternative proposes the use of one NF/ULP membrane skid to treat the 3 mgd of raw water allocated from the BA and seven RO membrane skids treating raw water allocated from the UFA to produce the desired 20 mgd of finished water (max day). This option has the

flexibility to be expanded by the addition of two more RO membrane skids to produce 25 mgd of finished water. A proposed site plan is shown below.



Water Treatment Components

Water treatment at the SMH WTP will be achieved through the operation of specialized equipment processing raw water coming into the plant. Two separate raw water lines originating from the UFA wells and the BA wells will enter the membrane process building. **Figure 3** illustrates the proposed flow diagram for the SMH WTP.

Sand Strainers, Pretreatment, and Cartridge Filters

Strainers will be installed to remove sand ahead of the cartridge filters and membrane treatment units for both UFA and BA raw water. A total of four 316 stainless steel static mixers will be installed to provide thorough mixing of these chemicals in the raw water line prior to the cartridge filters. Cartridge filters will provide additional protection to the membranes. Five filter cartridges are being proposed with a nominal pore size of 5 microns. The cartridge filter vessels accommodate either string-wound cartridge filters or rigid-structure cartridge filters.

Pre-Treatment Chemicals

Sulfuric acid will be used to adjust the pH of the raw water prior to membrane treatment. The acid system design accommodates either 93% or 98% sulfuric acid. Dosing equipment sizes and storage capacities are based on the larger volumes associated with 93% acid. A day tank will feed separate sets of metering pumps for the BA and UFA systems. Antiscalant (scale inhibitor) will be used in the membrane treatment process to reduce the potential for precipitation of sparingly soluble salts and thus assist in the prevention of membrane fouling. The antiscalant system will be configured similarly to the sulfuric acid dosing system with separate sets of metering pumps for the BA and UFA systems.

Membrane Feed Pumps and UFA Interstage Boost Pumps

The membrane feed pumps for the BA and UFA systems will be located downstream of their respective cartridge filtration systems. One dedicated vertical turbine canned membrane feed pump controlled by a variable frequency drive (VFD) will be located immediately adjacent to each membrane unit. A total of 8 membrane feed pumps are proposed. To reduce the overall impact on energy consumption, seven turbocharger type energy recovery devices (ERDs) have been included in the design for the UFA units.

Membrane Units: NF/ULP and RO

The proposed membrane array configuration consists of 48 vessels in the first stage and 24 vessels in the second stage, resulting in an average permeate design flux of 12.4 gfd. The membrane system design is based on permeate water recovery rates of 85% for the BA units and 75% for the UFA units.

Degasification and Odor Control Facilities

Hydrogen sulfide concentrations are expected in the 3.5 to 5.0 mg/L range for the UFA water requiring the provision of a degasifier and odor control scrubber system. A total of three degasifiers are proposed for plant design flow. An odor control system will be provided to remove hydrogen sulfide from the off-gas of the degasification system to avoid odor complaints from nearby residents and to minimize corrosion of metallic equipment or structures. Two scrubber systems are proposed for the 20-mgd plant flow, with each scrubber system having two stages.

Contact Basin and Transfer Pumps

The contact basin is designed to provide a chlorine contact time (CT) sufficient for 99.99% (4-log) inactivation of viruses at a temperature of 22°C with a minimum free chlorine residual of 3.0 mg/l. The CT value for targeted virus inactivation and temperature between a pH of 6.5 and 7 is 2.6 mg/L-min. The transfer pumps will consist of four units (three active/one standby), all VFD, vertical turbine type pumps.

Post-Treatment Chemical Feed Systems

Post-treatment chemicals will be used for the disinfection of the treated process water (bulk sodium hypochlorite for primary disinfection and ammonia addition for monochloramine formation for secondary disinfection) as well as to stabilize the finished water by adding calcium hardness and alkalinity, which helps to protect the distribution system (hydrated lime, carbon dioxide, and corrosion inhibitor). Fluoride will be also added to the finished water for dental hygiene.

Membrane Concentrate Disposal

Concentrate will be disposed of using injection wells (one duty and one redundant well) located on site. The proposed injection wells will have cement filled annulus for an 18.18-inch outside diameter Fiberglass Reinforced Plastic (FRP) injection tubing and 30-inch outside diameter steel injection casing, and a design capacity of approximately 9.44 mgd. Each injection well will be cased to at least 2,500 feet below land surface (ft bls) and a total depth of approximately 3,500 ft bls penetrating through the Florida Aquifer Boulder Zone. It is anticipated that there will be a total dynamic head of 120 ft (52 psi).

The anticipated terms and conditions of the Service Contract are summarized in a Preliminary Term Sheet for Service Contract set forth in Appendix D. The Preliminary Term Sheet should not be considered as all inclusive or definitive as to the form or substance of the actual Service Contract provisions. The County reserves the right to amend, modify or delete any of these terms and conditions set forth in the Preliminary Term Sheet for Service Contract.

Appendix B

Affidavit Forms

Appendix C

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-Finance-Operate-Maintain Service Contract for the South Miami Heights Water
Treatment Plant 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 _____, 20_____.

(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 D

Preliminary Term Sheet for Service Contract

Project:	<p>A new water supply system being implemented by the Miami-Dade County Water and Sewer Department (WASD) to improve the reliability and quality of potable water in South Miami-Dade County. The system generally will consist of raw water supply wells in the Upper Floridan Aquifer (UFA) and the Biscayne Aquifer (BA), raw water transmission mains, a twenty (20) million gallon per day (maximum day) finished water capacity membrane water treatment plant (with associated facilities and buildings), a five (5) million gallon reservoir, and deep well injection facilities for disposal of concentrate (Project).</p> <p>A UFA test well program to obtain raw water production flow rate and water quality data and well siting developed by WASD is currently in procurement and scheduled for initiation in [____]. Test well data and hydraulic modeling that can be utilized for design of the UFA water supply wells and transmission mains should be available on or about [____].</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 (20) 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; and (c) letter of credit in an amount equal to five percent (5%) of the Design-Build Price.</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 one-hundred and fifty percent (150%) of the Service Fee.

Property Rights:

The County owns the land where the water treatment plant and concentrate disposal well will be located (Plant Site) and such land will be made available to Company. The County will obtain agreements for the public lands where the UFA and BA raw water supply wells, ancillary facilities, and the raw water transmission mains will be located and such lands will be made available to Company.

Ownership:

The Company will not own the Project, nor have any ownership rights to the raw or finished water. The Project will be owned by the County.

Company Obligations:

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.

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 (90) 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); 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 or if additional costs are reimbursed by the County. Impacts on Company obligations caused by changes to the Design Requirements necessitated by Uncontrollable Circumstances may entitle Company to cost, time and performance relief.

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 potable water according to agreed-to operating conditions and criteria including raw water quality and quantities, hydraulic transients, maximum electrical power utilization, and finished water quality and quantities.

Schedule:

The Company must achieve the Service Date not later than [_____] 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 [_____] dollars per day to the County as liquidated damages for such delay.

Early Completion Bonus:

If the Service Date occurs before the Scheduled Service Date, the County will pay [_____] dollars per day to the Company as an early completion bonus up to the maximum amount of [_____] dollars.

Operation and Maintenance:

Starting on the Service Date, the Company shall operate and maintain the Project on a 24-hour per day, 7-day per week basis. The Company shall continuously produce potable water in such quantities 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. The Company may also be responsible for operation and maintenance of existing facilities located at the Plant Site, including High Service Pump Station and Reservoir, but subject to WASD daily instructions concerning rates of pumping and storage.

Performance Standards:

Specific standards applicable to Company provision of the Services will be provided, including (but not limited to) standards for raw water delivery to the Plant Site (subject to the County's water use permit issued by the South Florida Water Management District), finished water quality (inclusive of all current federal and state regulatory standards), finished water production flow rates, concentrate disposal, and hydraulic transients. Company's obligation to comply with finished water quality standards and production flow rates will be subject to relief under agreed-to conditions (but not including Company fault) concerning the quality and flow rates of raw water produced by the UFA and BA wellfields.

Electrical Power:

The County will pay the electric 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. No Company markup will be allowed for the costs of electrical power for the Project.

Repair, Renewal and Replacement:

The Company will be responsible for all repairs, renewals and replacements required during the term of the Service Contract.

Capital Improvements:

The Company will be responsible for capital improvements that may be required during the term, subject to an adjustment of the Service Fee to reimburse the costs incurred. The Company will arrange private financing for capital improvements, unless otherwise directed by the County.

Service Fee:

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:

- (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) Fixed R&R Charge in an amount to pay the Company for its costs and related overhead and profit for repair, renewal and replacement of the Project (excluding membrane replacement);
- (d) Fixed Membrane Replacement Charge in an amount to pay the Company for its costs and related overhead and profit for periodic replacement of membranes;
- (e) Production Charge in an amount to pay the Company for its variable costs and related overhead and profit calculated by multiplying the million gallons (mg) of finished water produced during the month times [\$ from proposal] amount per mg. (The Production Charge may be further broken down into separate charges for utilization of BA and UFA supplies. The Production Charge may take into account variations in one or more raw water quality parameters, such as salinity.)

Service Fee Adjustments:

The Service Fee will be increased or decreased during the term to account for the following:

- (a) Inflation based on changes in an agreed-to economic index or indices, but excluding the Fixed Availability Charge;
- (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) Nonperformance credits due to Company failure to achieve Performance Standards for the Services, including requirements for Project availability and for operation, maintenance, renewal and replacements.

Uncontrollable Circumstances:

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 water extracted from UFA and BA wells outside agreed-to ranges, variations in the flow rates of raw water extracted from UFA and BA wells 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.

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.

Applicable Law:

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.

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 [_____] 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 [_____]. 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.

Convenience Termination:

Starting on 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.

Starting on 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.

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. A process will be included for an independent engineering assessment and for County inspection and assessment.

Miscellaneous:

Provisions will be included regarding progress schedules, raw and finished water 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 E

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

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.

Appendix F

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:

- 6.01 - Water and Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems (Lead Designer)
- 6.02 - Water and Sanitary Sewer Systems - Major Water and Sanitary Sewage Pumping Facilities (Lead Designer)
- 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
- 10.01 - Environmental Engineering – Stormwater Drainage Design Engineering Services
- 10.02 - Environmental Engineering – Geology Services (Lead Designer)
- 10.05 – Environmental Engineering – Contamination Assessment and Monitoring
- 10.09 - Environmental Engineering – Wellfield, Groundwater, and Surface Water Protection and Management (Lead Designer)
- 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
- 15.03 - Underground Utility Location
- 16.00 - General Civil Engineering (Lead Designer)
- 17.00 - Engineering Construction Management (Lead Designer)
- 18.00 - Architectural Construction Management (Lead Designer)
- 20.00 - Landscape Architecture

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.

[END RFQ]