This document is a draft of a future solicitation and is subject to change without notice. This is not an advertisement.

MIAMI-DADE COUNTY, FLORIDA
NOTICE TO PROFESSIONAL CONSULTANTS (NTPC)
MIAMI-DADE COUNTY
PORTMIAMI (SEAPORT DEPARTMENT)
PROGRAM MANAGEMENT CONSULTANT (PMC) SERVICES
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E26SP02

NTPC AVAILABLE FOR DISTRIBUTION:
XXXXX, 20XX

PRE-SUBMITTAL PROJECT BRIEFING TO BE HELD:
(While attendance is not mandatory, interested parties are encouraged to attend. The person responsible for submitting a proposal in INFORMS is strongly encouraged to attend.)
_____, 20XX at __:00 AM (Local Time)
111 NW 1st Street, ___ Floor, Conf. Rm. __
Miami, Florida

DEADLINE FOR RECEIPT OF QUESTIONS:
XXXXX, 20XX AT 2:00 P.M. (Local Time)

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:
Julie Whiteside, Procurement Contracting Officer
Strategic Procurement Department (SPD)
111 NW 1st Street, Suite 1920, Miami, Florida 33128
Telephone: (305) 375-1559
E-mail: Julie.whiteside@miamidade.gov

DEADLINE FOR RECEIPT OF PROPOSALS:
XXXXX, 20XX AT 2:00 P.M. (Local Time)

The County Mayor, Miami-Dade County (County), pursuant to Section 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the County Code, Implementing Order 3-34 and 3-39 announces that the PortMiami is seeking to award one (1) Non-Exclusive Professional Services Agreement for Program Management Consultant (PMC) Services.

PARTICIPATION RESTRICTIONS
The Prime and/or sub-consultants with a current agreement or an open Work/Service Order for design services related to the North Bulkhead Realignment Program or the Capital Improvement Program for PortMiami is precluded from rendering services for this project.

The prime consultant awarded this project and its subconsultants will not be eligible to perform any design services during the term of this agreement.

ADDITIONAL PRECLUDED FIRMS:

- E23SP01(A) Marine Infrastructure Engineering Services: **JACOBS ENGINEERING GROUP, INC., BEA ARCHITECTS INC., CUMMINS CEDERBERG INC., DELTA CONSULTANTS LLC, GEOSOL INC., INFRAMAP CORP**

- E23SP01(B) Marine Infrastructure Engineering Services: **KIMLEY-HORN & ASSOCIATES, INC., ATKINSREALIS USA INC., BOTAS ENGINEERING INC., COAST & HARBOR ENGINEERING INC., G M SELBY INC., GEOSOL INC., HADONNE CORP., HALL ENGINEERING GROUP INC., MORGAN & EKLUND INC, PREMIERE DESIGN SOLUTIONS INC., PROFESSIONAL SERVICE INDUST INC., VCS DURABILITY INC., CASPER PHILLIPS & ASSOCIATES PC, INDUSTRIAL DIVERS CORPORATION, NYE CONTAINER & INTERMODAL PLANNING LLC**

- E25SP02(A) Civil Infrastructure Engineering Services: **JACOBS ENGINEERING GROUP, INC., BEA ARCHITECTS, INC., CUMMINS CEDERBERG, INC., DELTA CONSULTANTS, LLC, GEOSOL, INC., INFRAMAP CORP., KEITH & ASSOCIATES, INC., LOUIS J AGUIRRE & ASSOCIATES PA, MANUEL G. VERA & ASSOC., INC.**

- E25SP02(B) Civil Infrastructure Engineering Services: **KIMLEY-HORN & ASSOCIATES, INC., BOTAS ENGINEERING, INC., G M SELBY, INC., GEOSOL, INC., HADONNE CORP., HALL ENGINEERING GROUP, INC., PREMIERE DESIGN SOLUTIONS, INC., SPECTRUMHAVEN, LLC, NYE CONTAINER & INTERMODAL PLANNING, LLC**

- E25SP02(C) Civil Infrastructure Engineering Services: **CHA CONSULTING, INC., DELTA CONSULTANTS, LLC, GEOSOL, INC., LONGITUDE SURVEYORS, LLC, BERMELLO AJAMIL & PARTNERS, LLC., E PLUS ENGIENEERING AND CONSTRUCTION, LLC, RIBBECK ENGINEERING, INC., MEDIA RELATIONS GROUP, LLC, GSLA DESIGN, INC.**

- DB21-SEA-01 North Bulkhead Cruise Berths 1-6: WSP USA, INC., (SUB-CONSULTANTS TBD)

For the purpose of preparing and submitting a Proposal, the following shall be the order of precedence:

1. Addenda to the Notice to Professional Consultants (NTPC)
2. Notice to Professional Consultants (NTPC)
3. Draft Professional Services Agreement (PSA)
4. Referenced Codes and Standards

It is the policy of Miami-Dade County that all elected and appointed County officials and County employees shall adhere to the Public Service Honor Code (Honor Code). The Honor Code consists of minimum standards regarding the responsibilities of all public servants in the County. Violation of any of the mandatory standards may result in enforcement action. See, Implementing Order (“ I.O. “7-7).

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the County will

not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the County give preference to a Proposer based on the Proposer's social, ideological or political interests. Therefore, nothing in this NTPC shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor or to give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

The following project specific documents may be requested from the A/E Consultant Selection Coordinator denoted above as they become available: Selection Committee Appointment Memoranda, Pre-Submittal Project Briefing Attendance List, List of Respondents, Schedule of Presentations as applicable, and Evaluation Meeting Tabulation Sheets showing final rankings.

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Miami-Dade County Letter of Qualifications (LOQ)
A/E Experience & Qualification/Preference/Reference Form
Certificate of Assurance Form ("COA")
SPD Form - Locally Headquartered Business Affidavit (Rev. 07-14-2025)
SPD Form - Locally Headquartered Business – Letter of Commitment (LOC)
Exhibit "A" – Draft Professional Services Agreement

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DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES

1.1 DEFINITIONS

The following definitions, as well as additional terms necessary for understanding the provisions of this solicitation, are defined in Implementing Order ("I.O.") 3-39. Subject legislation may be obtained via the internet at www.miamidade.gov, or from the Clerk of the Board (COB); refer to Division 2.2 for COB location.

a) A/E: Architectural and engineering.

b) A/E Consultant Selection Coordinator: The person designated by the County as the primary contact for this solicitation, whose name appears on the cover of this NTPC. Synonymous with the term "Contracting Officer".

c) BCC: Board of County Commissioners.

d) BMWS: Business Management & Workforce System: Shall refer to the County's web-based system used to report all Miami-Dade County A/E, Design-Build and Construction contracts awarded and payments to Prime(s) and Subconsultants/Subcontractors.

e) COA: Certificate of Assurance: Shall mean the departmental form submitted with proposal documents whereby the Proposers acknowledges: (i) Small Business Enterprise ("SBE") measures apply to the project; and (ii) Proposer will submit its list of certified SBEs to satisfy the measures via Miami-Dade county's web-based system, within the specified time frame.

f) COB: Clerk of the Board of County Commissioners.

g) County: shall refer to Miami-Dade County, Florida.

h) CSC: Competitive Selection Committee. As defined in Section 2-10.4 (5) of the Code, 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.

i) Consultant: Respondent that receives an award of a contract, from the County, as a result of this solicitation. Consultant is also synonymous with the term "prime consultant".

j) Contract: Synonymous with the term "agreement." An agreement refers to the Professional Services Agreement (PSA).

k) Experience and Qualifications: An aptitude and knowledge/familiarity factor which shall be considered by the appointed CSC during the evaluation process.

l) INFORMS: Integrated Financial Resources Management System: shall refer to the technology utilized to track budget, procurement (including soliciting and receiving bids through the Strategic Sourcing module), as well as human resources, and financial operations for the County.

m) LOQ: Letter of Qualifications. A two-page document identified in this NTPC, which will be utilized by Miami-Dade County to obtain information from A/E firms

about their qualifications. Subject LOQ is required to be submitted on or before the deadline for receipt of proposals.

n) Non-Responsive: Term utilized to identify a proposer, who in the County's sole discretion, has not complied with all the material requirements outlined in the solicitation, as applicable. Those proposers who are found non-responsive may not be considered for contract award.

o) NTPC: Notice to Professional Consultants. A document soliciting professional A/E services. Subject document contains scope description, technical certification requirements, applicable contract measures, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.

p) Strategic Procurement Department ("SPD") which serves as the centralized department for the purchase of goods, services, including professional architectural /engineering services under the Consultants' Competitive Negotiation Act("CCNA"), Sec. 287.055, Fla. Stat. and capital projects by the County, its agencies and instrumentalities.

q) Preference: Term utilized to identify positive evaluation consideration granted, by the appointed CSC, to consultants demonstrating favored experience, as denoted in Section 1.3, Scope of Services.

r) Pre-Qualification Certification: An annual certification process required of all firms providing A/E, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements.

s) Project: Shall mean that fixed capital outlay study or planning activity as defined in Section 2-10.4(1) (e) (1) and (2), of the Code.

t) Proposer: The person, firm, business entity, or organization submitting a response to this solicitation. Term is synonymous with the words "submitter" and/or "respondent."

u) PSA: Professional Services Agreement. Synonymous with the term "contract."

v) Qualifier: A full-time professional employee of the firm whose project references comply with the specific Technical Category requirements and are listed on the Technical Certification Form 2 on file with Miami-Dade County.

w) Responsive: Term utilized to identify a proposer who, in the County's sole discretion, has complied with all the material requirements outlined in the solicitation, as applicable.

x) SBE-AE: Small Business Enterprise Architecture and Engineering Firm: Shall mean a firm certified to provide architectural, landscape architectural, engineering or surveying and mapping professional services.

y) Technical Certification: Comprehensive review by the County Technical Certification Committee affirming a firm's eligibility to provide professional services to the County in various technical categories.

z) UP: Utilization Plan: Means the plan whereby Proposer submits via the County's

BMWS its commitment that if awarded the agreement, it will enter into written subconsultant/subcontractor agreement(s) with the identified SBE-A/E or SBE-G/S for the scope of work and at the percentages set forth in the Utilization Plan within the time frame specified by SPD's Training & Business Outreach Team.

1.2 NOTICE OF ELECTRONIC BIDDING

This NTPC is being solicited electronically through the INFORMS. Electronic bids are to be submitted through a secure mailbox at INFORMS (https://supplier.miamidade.gov) until the date and time indicated in this Solicitation document. It is the sole responsibility of the Proposer to ensure their proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via INFORMS. Electronic proposal submissions require the uploading of electronic attachments and Proposers must **CONFIRM** their proposal (acknowledge) in order for the proposal to be received by the County through INFORMS. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All proposals received and time stamped through the County's INFORMS system, prior to the proposal submittal deadline shall be accepted as timely submitted. **If you submit your Proposal and subsequently an Addendum is issued, failure to resubmit the Proposal by clicking on the "Submit Bid" button, after acknowledging Addenda or making any edits to your Proposal in INFORMS, will result in your Proposal not being received by the County.** The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). For information concerning technical specifications please utilize the question/answer feature provided by INFORMS at https://supplier.miamidade.gov within the solicitation. **If there are any questions regarding INFORMS, please contact INFORMS Support at 305-375-5773 or email: ISD-VSS@miamidade.gov.**

Proposers are encouraged to access the link below to assist with submission of responses to the Solicitation:
https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf

No part of your proposal can be submitted via HARDCOPY, EMAIL, OR FAX, unless otherwise expressly directed by the solicitation documents.

1.3 SCOPE OF SERVICES AND TERMS

The selected Consultant shall provide a dedicated program management team to support the North Bulkhead Realignment Program and provide on-call services for the broader PortMiami CIP.

The scope of work consists of but is not limited to the following:

- Program Management & Owner's Representation
  - Serve as the Port's representative for the North Bulkhead Program and assigned CIP projects.
  - Provide strategic oversight of program delivery, including coordination with Design-Build teams, contractors, and stakeholders.
  - Facilitate communication between the Port, regulatory agencies, consultants, and tenants.

- Project Controls (Cost, Schedule, Risk)
  - Develop and maintain program-level and project-level schedules (CPM-based)
  - Review and validate contractor schedules, Time Impact Analyses (TIAs), and recovery plans
  - Provide cost estimating, cost validation, and open-book GMP support.
  - Maintain risk registers and support the implementation of mitigation strategies.

- Design & Construction Oversight
  - Review design submittals for compliance with Port standards, operational requirements, and long-term performance
  - Provide constructability reviews and phasing analysis to minimize operational impacts.
  - Support field oversight and coordination during construction

- Contract Administration & Claims Support
  - Support contract compliance, change management, and documentation
  - Review change orders, change requests, and claims.
  - Provide claims analysis and dispute resolution support.

- Regulatory & Permitting Coordination
  - Assist with the coordination of federal, state, and local permitting.
  - Support environmental compliance and mitigation strategies.

- Quality Assurance / Quality Control (QA/QC)
  - Establish QA/QC protocols and verify implementation across projects.
  - Review deliverables for completeness, accuracy, and compliance.

- Stakeholder & Operational Coordination
  - Coordinate with Port Operations, tenants, cruise lines, and cargo operators.
  - Support planning and execution of construction within an active port environment.

- Program-Wide Support for CIP
  - Provide program management services across additional CIP projects as assigned.
  - Support planning, budgeting, procurement, and execution of capital projects.

- Staff Augmentation (As Needed)
  - Provide qualified personnel to supplement Port staff in areas such as:
  - Project management
  - Scheduling
  - Cost estimating
  - Inspection and document control

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- ❖ Deliverables
  - Program and project schedules
  - Cost estimates and financial reports
  - Risk registers and mitigation plans
  - Monthly and executive-level reporting
  - Claims analysis reports
  - Technical reviews and recommendations

The County intends to retain one (1) qualified consultant/team of firms for a Non-Exclusive Professional Services Agreement (PSA) with an effective term seven (7) years and an estimated contract amount of $40,000,000, exclusive of any contingencies and dedicated allowances.

No minimum amount of work or compensation is promised to the retained consultants. The County reserves the right to re-use the work products of the retained consultant(s) and to retain other consultants to provide the same or similar services at its sole discretion.

Preferred Experience and Qualifications:

The Prime Consultant and team should demonstrate:

- Extensive experience in large-scale marine infrastructure programs, including bulkhead, wharf, and waterfront construction
- Proven experience in program management and owner's representation roles
- Expertise in project controls, including cost, schedule, and risk management
- Experience working within active port or transportation environments
- Strong knowledge of regulatory permitting and environmental requirements
- Ability to provide multi-disciplinary teams and scalable staffing support

The expertise must be met by a qualified individual(s) of the prime and/or sub-consultant firm(s), as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications and preference stipulations shall be at the sole discretion of the County. The Competitive Selection Committee (CSC) may negatively evaluate proposals from firms they determine have failed to meet the above referenced experience and qualification(s). Information regarding the experience and qualification(s) and preference stipulations, for the Prime consultant, A/E sub-consultants, and non A/E sub-consultants, must be included in the A/E Experience & Qualification/Preference/Reference Form, this form may be submitted more than once per individual Team member firm as applicable.

1.4 A/E TECHNICAL CERTIFICATION REQUIREMENTS

5.01 Port and Waterways Systems – Engineering Design (PRIME)
5.02 Port and Waterways Systems – Architectural Design (PRIME)
17.00 Engineering Construction Management (PRIME)
18.00 Architectural Construction Management (PRIME)
3.01 Highway Systems – Site Development and Parking Lot Design

3.03 Highway Systems – Bridge Design
3.08 Highway Systems – Intelligent Transportation Systems Analysis, Design and Implementation
3.09 Highway Systems – Signing, Pavement Marking and Channelization
5.03 Port and Waterway Systems – Cruise Terminal Design
5.09 Port and Waterway Systems – Environmental Design
5.10 Port and Waterway Systems – Transportation System Design
6.01 Water and Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems
8.00 Telecommunication Systems
9.02 Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services
9.05 Soils, Foundation and Materials Testing – Roof Testing and Consulting
10.01 Environmental Engineering – Stormwater Drainage Design Engineering Services
11.00 General Structural Engineering
12.00 General Mechanical Engineering
13.00 General Electrical Engineering
14.00 Architecture
15.01 Surveying and Mapping – Land Surveying
16.00 General Civil Engineering
19.05 Value Analysis and Life-Cycle Costing – Port and Waterways Systems
22.00 ADA Title II Consultant
26.00 Claims Analysis Services

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. Teams of firms must designate one of its members as the "prime consultant". **The Prime Consultant will be held responsible for the coordination of all work and must hold technical certification in categories 5.01 Port and Waterways Systems – Engineering Design, 5.02 Port and Waterways Systems – Architectural Design, 17.00 Engineering Construction Management,** and **18.00 Architectural Construction Management.** Joint ventures are not allowed. Firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas. See Section 1.7 for more information regarding the Pre-Qualification and Technical Certification process.

1.5 CONTRACT MEASURE(S)

The Miami-Dade County Small Business Enterprise (SBE) project review is not yet completed. PortMiami recommends a 14.00% SBE – A/E goal for the Agreement. The final approved goal or measure may differ from the Department's recommendation.

(Refer to – Small Business Enterprise (SBE-A/E) Program for the Purchase of Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services Implementing Order ("I. O") 3-32

Proposers shall include all firms meeting SBE contract measures in the Letter of Qualifications (LOQ) Form. Otherwise, the County may find the Team noncompliant with

the SBE Contract Measures applicable to this solicitation.

Proposed participating A/E SBE firms must have a valid Miami-Dade County SBE Miami Dade County Technical Certification by the response deadline of this solicitation. Please note that Miami Dade County Technical Certification (TC) and SBE Technical Certification Categories (TCC) are two separate certification programs. Certification in one program does not automatically grant participation in the other. To comply with this solicitation, firms must possess both TC and SBE TCC.

All required SBE documents must be completed and submitted. Failure to submit the required documentation as specified in this solicitation or subsequently online via the County's Business Management Workforce System shall render the proposal non-compliant.

A/E SBE Goals or Measures may only be met by firms identified in the Letter of Qualifications for those Technical Certifications listed in Section 1.4 A/E Technical Certification Requirements.

1.6 TEAMING RESTRICTIONS

Respondents must select between submitting as a prime consultant or sub-consultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

Consultants electing to submit as a prime consultant may only respond once to a solicitation, and are limited to participation in a single team. If submitting as a prime consultant, the prime consultant may not participate as a sub-consultant on the same solicitation.

If a prime consultant or sub-consultant fails to adhere to the restrictions stated above and participates in more than the outlined maximums, then all affected proposals shall be found non-responsive.

1.7 PRE-QUALIFICATION AND TECHNICAL CERTIFICATION REQUIREMENTS

In accordance with Chapter 2, Section 2-10.4, of the County Code, and I.O. 3-39 of Miami-Dade County, all firms and/or individual consultants properly licensed to provide architectural / engineering ("A/E"), landscape architectural, land surveying and mapping services, must be Pre-Qualified and Technically Certified. For more information, please visit the following link: Pre-Qualification Certification Process and refer to I.O. 3-39. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said 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. Any change (e.g. termination, resignation, etc.) in a qualifying agent (Qualifier), must be immediately reported in writing to the Technical Certification Committee, through SPD. Failure to notify the Committee will result in the termination of your current certification and a possible denial of any future certification requests.

Proposers (prime and/or sub-consultants) failure to be technically certified at the time of proposal submittal, as applicable, shall cause the proposal to be deemed non-compliant.

For non-project specific questions regarding Miami-Dade County's A/E Technical Certification and Certification Committee meeting dates, please contact Nubia Gonzalez, SPD, at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the web at http://www.miamidade.gov/procurement/pre-qualification-and-technical-certification-process.asp

PLEASE VERIFY EACH TEAM MEMBER PROVIDING A/E SERVICES HAS AN APPROVED PRE-QUALIFICATION CERTIFICATION PRIOR TO THE RESPONSE DEADLINE.

1.8 REPORTING OF SUBCONSULTANTS PAYMENTS VIA THE COUNTY'S WEB-BASED SYSTEM BUSINESS MANAGEMENT WORKFORCE SYSTEM (BMWS)

The Prime A/E firms are responsible for reporting via the BMWS all payments made to each subconsultant participating in a County project and verification of payments received must be confirmed by the subconsultant via BMWS.

1.9 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and submitted using the question/answer feature provided by INFORMS at https://supplier.miamidade.gov. Subject requests must be submitted no later than the deadline for receipt of questions shown on the cover page of this NTPC.

The County will issue responses to inquiries and any other supplements, corrections or amendments it deems necessary in the form of written addenda; subject addenda will be issued prior to the deadline for receipt of proposals. Proposers should not rely on any representations, statements, or explanations other than those made in this NTPC or in any written addenda to this NTPC. Where there appears to be conflict between the NTPC and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to assure receipt of all addenda.

Interested firms who obtain copies of this NTPC from sources other than through INFORMS risk the potential of not receiving project addenda. Such firms are solely responsible for those risks.

1.10 NTPC AVAILABILITY

A solicitation notification will be forwarded electronically to all parties who have registered with INFORMS with category code "99999" for A/E in their profile. The NTPC and accompanying documents may be obtained electronically through INFORMS. Register on INFORMS at https://supplier.miamidade.gov to respond to solicitations.

1.11 APPLICABLE LEGISLATION

The selected consultant will be required to abide by all applicable federal, state, and local laws, as amended. The following are among the applicable laws:

Florida Statute(s)

- Section 119.07: Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- Section 119.0701: Contracts; Public Records
- Chapter 125, County Government
- Chapter 163: Intergovernmental Programs
- Chapter 186: State and Regional Planning
- Section 215.473: Divestiture by the State Board of Administration; Sudan; Iran
- Section 215.4725: Prohibited investments by the State Board of Administration; companies that boycott Israel.
- Section 286.011: Public Meetings and Records
- Section 286.0113—General Exemptions form Public Meetings
- Section 287.001: Procurement of Personal Property and Services
- Section 287.055: Consultants Competitive Negotiation Act
- Section 287.133: Public Entity Crimes
- Section 287.135: Prohibition against contracting with scrutinized companies
- Section 287.138: Contracting with entities of foreign counties prohibited
- Section 295.187: Florida Veteran Business Enterprise Opportunity Act
- Chapter 337: Contracting; Acquisition, Disposal, and Use of Property
- Chapter 339: Transportation Finance and Planning
- Section 377.816 Prohibiting the adoption of implementation of net zero policies by governmental entities
- Section 448.095: Employment eligibility

Miami-Dade County Code

- Section 2-1076: Office of the Inspector General
- Section 2-8.1: Contracts and purchases generally
- Section 2-8.4: Protest procedures
- Section 2-8.1.1.1.1: Small Business Enterprise Program
- Section 2-8.5: Local Preference
- Section 2-8.5.1: Local Certified Veteran Business Enterprise
- Section 2-8.5.2: Contracting Preferences
- Section 2-8.6: Funding of, or County contracts with individuals or entities convicted of a felony during past ten years
- 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 2-10.4.01: Small Business Enterprise Architecture and Engineering Program
- Section 2.11.1: Conflict of Interest and Code of Ethics
- Section 2-11.15 - Works of art in public places
- Section 9-71 through 9-75: Sustainable Building Program
- Section 10-34: Listing of Subcontractors Required

Ordinance(s)

- 03-107: Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and

Code of Ethics

- 07-65: Sustainable Building Program codified as Sections 9-71, 9-72, County Code)
- 22-107: Sustainable Buildings Program codified as Section 2-1, County Code, BCC Rule 5.10
- 97-215: Office of the Inspector General, codified as Sec. 2-1076, County Code.
- 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
- 08-14: Water Use Efficiency Standards
- 09-41: Ordinance amending Section 10-33.02 of the Code pertaining to the Community Small Business Enterprise (CSBE) Program
- 98-30: County Contractors- Employment/Procurement Practices, codified as Section 11A-38, County Code.
- 11-22: Community Small Business Enterprise
- 11-24: Community Business Enterprise
- 14-79: Sea-Level Rise Ordinance, codified as Sec. 2-1, County Code, BCC Rule 5.09
- 77-13: Financial Disclosures Requirements
- 18-33: Small Business Enterprise Programs
- 19-17: Electric Vehicle Infrastructure Requirements

Implementing Order(s)

- 3-21: Bid Protest Procedures
- 3-34: Formation and Performance of Selection Committees
- 3-32: Small Business Enterprise Architecture and Engineering
- 3-39: Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 3-41: Small Business Enterprise
- 3-68: Use of Locally Headquartered Businesses for the Performance of Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services.
- 7-7: Policies and Procedures Establishing a Public Service Honor Code for Elected and Appointed County Officials and County Employees
- 8-8 Sustainable Buildings Program

Administrative Order(s)

- 3-11 - Art in Public Places Program Implementation and Fund
- 3-20: Independent Private Sector Inspector General 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.
- 03-27: Cone of Silence
- 10-10: Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)
- 11-3: Life Cycle Costing Procedure

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Resolution(s)

- R-208-25: Oral Presentations Required for Contracts with Estimated Fiscal Impact Exceeding $25,000,000.00 Annually.
- 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-894-05: Independent Private Sector Inspector General Services
- R-744-00: Requiring the Continued Engagement of Critical Personnel in Contracts for Professional Services for the Duration of the Project
- R-185-00: Domestic Violence Leave Requirements are a condition of Award
- R-273-05: Public Involvement Planning
- R-1431-08: Participation in "Cool Counties" Goals and Objectives
- R-228-09: Government Electric Energy Consumption
- R-1053-09: Green Procurement Preference
- R-390-10: Resolution Rescinding Administrative Order 3-34, Formation and Performance of Selection Committees, and Approving Implementing Order 3-34 to Provide Direction to The County Mayor or His Designee Regarding the Formation and Performance of Selection Committees.
- R-1103-10: Requirement for Energy-Efficient Reflective Roofs or Green Roofs
- R-918-12 and Resolution R-795-12: Benchmarking Energy and Water Use and use of Energy Star Certified products
-
- R-451-14: Infrastructure Projects to Consider Sea Level Rise
- R-614-15: Pledge to Cut Greenhouse Gas Emissions
- R-1011-15: Requiring Vendors to Provide Addresses of Local Offices
- R-1164-15: Reducing Greenhouse Gases and the Effects of Climate Change
- R-303-17: Solar Energy Feasibility Study
- R-617-17: Envision Sustainable Infrastructure
- R-54-18: Requiring "Cool Roofs" on all New, Roofing Maintenance and Re-Roofing Work
- R-828-19: Disclosure of Lawsuits Alleging Discrimination
- R-321-23: Resolution Amending Implementing Order 3-34, Formation and Performance of Selection Committees, to Require Certain Reports and Findings of the Miami-Dade County Office of the Inspector General and Miami-Dade Commission on Ethics and Public Trust to be Provided to Selection Committees
- R784-23: Florida Friendly Landscaping
- R-208-25: Oral Presentations Required for Contracts with Estimated Fiscal Impact Exceeding $25,000,000.00 Annually.

Copies of the aforementioned legislation may be obtained at the COB.

1.12 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon advertisement of each Request for Proposal (RFP) or Request for Qualifications (RFQ), and terminates at the time a written recommendation is issued

to the County Mayor (Mayor) or Board of County Commissioners (BCC), as applicable. The Cone of Silence is hereby defined to mean a prohibition on the following, among possible others:

a) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the County's professional staff including, but not limited to, the Mayor and his or her staff;

b) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the Mayor and his or her staff, other than any professional staff member who is designated by the Mayor to engage in such communications;

c) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;

d) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the selection committee therefore;

e) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners and their respective staffs; and

f) Any communication regarding a particular RFP, RFQ, or bid between any member of the County's professional staff and any member of the selection committee therefore.

The Mayor and the Chairperson of the selection committee may communicate about a particular selection recommendation, but only after the committee has submitted an award recommendation to the Mayor and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change as well as the reasons for such change shall be described in writing and filed by the Mayor with the Clerk of the Board and be included in any recommendation submitted by the Mayor to the BCC. Notwithstanding the foregoing, the Cone of Silence shall not apply to:

a) Competitive processes for the award of Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), State Housing Initiatives Partnership (SHIP) and Surtax Funds administered by the Miami-Dade County, Office of Community and Economic Development and the Community-Based Organization (CBO) competitive grant processes administered by the Park and Recreation, Library, Water and Sewer, and Solid Waste Departments, Cultural Affairs and Tourist Development Councils and the Department of Environmental Resources Management;

b) Communications with the County Attorney and his or her staff;

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c) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees of the Training & Business Outreach Team (formerly the Management and Technical Assistance Unit) regarding Small Business Enterprise (SBE) programs including Small Business Enterprise – Architectural and Engineering Program, (formerly the Community Business Enterprise (CBE) Program); and Equitable Distribution Program (EDP);

d) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees responsible for administering disadvantaged business enterprise programs in County departments receiving federal funds, provided the communications are limited strictly to matters of programmatic process or procedure;

e) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Mayor makes his or her written recommendation;

f) Any emergency procurement of goods or services pursuant to Administrative Order 3-2;

g) Communications regarding a particular RFP, RFQ or bid between any person and the Vendor Information Center staff, the procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

h) Communications between a potential vendor, service provider or bidder and employees of SPD or other department identified in the solicitation document as the issuing department; and

i) Consultations by employees of SPD with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress.

Exceptions

a) The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations and negotiation strategy sessions, any portion of a meeting discussing an unsolicited proposal in accordance with State law, public presentations made to the BCC during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the BCC unless specifically prohibited by the applicable RFP, RFQ or bid documents. Communications in writing are specifically prohibited except as described in Section 1.13 of this bid document. The bidder or proposer shall file a copy of any written communication with the COB and the COB shall make copies available to any person upon request.

b) The provisions of this ordinance shall also not apply to oral communications at briefings held by county commissioners and the County Mayor or designee, after the selection committee or other evaluating group makes its recommendation to the Mayor, provided that the briefings are not intended to influence the outcome

of the selection committee or other evaluating group's recommendation to the Mayor; provided, however, that this exception shall not apply to outside groups such as lobbyists or representatives of the responding or bidding companies or entities.

Penalties

a) In addition to the penalties provided in Subsections (s) and (v) hereof, violation of this Subsection (t) by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Miami-Dade County CSC. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Miami-Dade County employee shall subject said employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission.

Within 30 days of a recommendation from a selection committee, the County Mayor or designee shall either select a negotiation team or take other affirmative action with respect to the solicitation, including but not limited to rejection of proposals or recommendation for award. In the event that negotiations have not commenced within 30 days, or if such other affirmative action has not been taken within 30 days, the County Mayor or designee shall report such event, and the reasons therefore, to the BCC. Additionally, the County Mayor or designee shall present the COB with a recommendation for award, or a recommendation to reject proposals, within 90 days from the date a selection committee makes a recommendation. In the event that the County Mayor or designee has not provided such recommendation to the COB within 90 days, the County Mayor or designee shall provide a report on the status of the solicitation to the BCC, including the reasons for any delay.

Written communications may be in the form of an e-mail, to the A/E Consultant Selection Coordinator denoted on the cover page of this NTPC, with a copy to the COB at clerk.board@miamidade.gov.

This language denoted above is only a summary of the key provisions of the Cone of Silence. Please review Section 2-11.1(t) of the Miami-Dade County for a complete and thorough description of the Cone of Silence.

1.13 COMMUNICATIONS AND SUBMITTAL OF ADDITIONAL INFORMATION

Upon request by the A/E Consultant Selection Coordinator on behalf of the CSC, additional submittals and/or supplemental information after the submission deadline, as noted on the cover page of this NTPC, shall be submitted only upon request by the County. Proposers are hereby advised that effective with the advertisement of this solicitation, proposers and their lobbyists and consultants are prohibited from any communication with the CSC outside of publicly noticed Selection Committee meetings. All project specific questions and/or requests for public documents shall be addressed, in writing, to the A/E Consultant Selection Coordinator, with a copy to the COB.

1.14 LOCAL PREFERENCE AND LOCALLY HEADQUARTERED BUSINESS PREFERENCE

The evaluation and ranking of proposals is subject to Sections 2-8.5 and 2-10.4 of the Miami-Dade County Code, which, except where Federal and State law mandates to the contrary, provides that a preference be given to local businesses.

1. A local business, for the purposes of this section, shall be defined as a proposer which meets the following four (4) stipulations:

   a) A business that has a valid Miami-Dade County Local Business Tax Receipt issued at least one year prior to bid or proposal submission; **and**

   b) A business that has a physical Miami-Dade County business address, from which the vendor operates or performs business (Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address); and

   c) A business that has a physical Miami-Dade County business address and has served as the place of employment for at least three (3) full-time employees for a continuous period of one year prior to bid or proposal submission, **or**

      A business that has a physical Miami-Dade County business address and is a certified Small Business Enterprise that has served as the place of employment for at least one (1) full-time employee for a continuous period of one year prior to bid or proposal submission; **and**

   d) A business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. To satisfy this requirement, the proposer shall affirm in writing its compliance with either of the following objective criterion as of the proposal submission date stated in the solicitation:

      1. Retention or expansion of employment opportunities in Miami-Dade County; or
      2. Vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County; or
      3. Some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

2. A Locally Headquartered Business, for the purposes of this section, shall be defined as a proposer which meets the following two (2) stipulations:

   a) A business defined as a "local business" pursuant to Section 2-8.5 of the Code of Miami-Dade County; **and**

   b) A business which has a "Principal Place of Business" as defined in Code 2-

8.5

Local Preference and Locally Headquartered Business Preference shall be applied to A/E professional services solicitations in accordance with the process outlined in I.O. 3-39.

The County may use, amongst other sources, online copies of the paid Local Business Tax receipts showing the physical address and number of employees, written attestations on affidavits, forms, and online responses included in the proposals to verify the eligibility of firms to meet definitions of a Local Business and/or a Locally Headquartered Business.

1.15 CONFIDENTIAL INFORMATION

The proposer shall not submit any information in response to this solicitation which the proposer 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 to the proposer. In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by submission of an electronic proposal, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

1.16 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

Questions regarding potential organizational conflicts of interest (OCI) by any bidder, proposer, contractor, or subcontractor, pertaining to the Project shall be submitted to the assigned Contracting Officer identified in the advertising document prior to the submittal date and will be addressed in accordance with the Commission on Ethics and Public Trust (COE) Amended Letter of Instruction and the County Policy on Organizational Conflict of Interest. Per these documents, the Client Department shall identify, disclose to the COE, analyze, and submit a specific methodology to address any potential existing or future OCI by the bidder, proposer, contractor, or subcontractor. Provided that an OCI is identified by the Client Department, the Executive Director of the Ethics Commission or his/her designee, will approve or disapprove the measures implemented by the County to resolve the OCI. Disapproval of such measures by the COE Executive Director or his/her designee may be appealed to the COE Board by the Client Department.

1.17 DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)

See Exhibit "A"; Proposers are invited to carefully review the draft PSA that is included in this NTPC. Proposer recommended for negotiations, should forward any comments and/or questions, in writing to be discussed during or prior to the negotiation meeting(s).

1.18 SUSTAINABLE BUILDING / INFRASTRUCTURE PROGRAM *(AS APPLICABLE)*

All activity as a result of this contract shall comply with Chapter 2, Article I, Sec. 2-1, BCC Rule 5.10, and Chapter 9, Article III, Sec. 9-71 through 9-75, of the Code of Miami-Dade County along with Implementing Order 8-8, which established a County policy to

incorporate, wherever practical, Green Building Practices into the planning, budgeting, design, construction, operations, management, renovation, maintenance and decommissioning of Public Projects. These sections of the code, together with the I.O. 8-8, are referred to as the "Sustainable Buildings Program" (SBP).

The primary mechanisms for determining compliance with the Sustainable Buildings Program, shall be determined by completing a formal certification process with the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Rating System (for buildings), the U.S. Institute for Sustainable Infrastructure (ISI), ENVISION Rating System (for infrastructure), and the Section VII Prescriptive Path elements in I.O. 8-8., except as noted elsewhere in I.O. 8-8, or as otherwise directed by the County's SBP Manager. Where formal certification shall be required, the project must achieve a "Silver" rating or higher in the version most recently adopted by USGBC/ISI.

The participation of an experienced LEED Accredited Professional (LEED AP) or Envision Sustainability Professional (ENV SP), as applicable, is required to assist the County in various aspects of the LEED or ENVISION registration, application, and certification process. Their responsibilities include coordinating with all disciplines, collaborating with the project Architect (or other lead design professionals), and providing guidance to the Consultant in designing the application projects to attain the necessary LEED or ENVISION certification points. Additionally, they are responsible for monitoring the Consultant's documentation to ensure compliance with the Consultant's obligations in achieving the targeted certification level.

The Consultant shall ensure that compliance for all infrastructure and public building projects is coordinated with the Sustainable Buildings Program Manager, in the Office of Real Estate and Development. This includes the submission of the 'Initial Project Questionnaire for Buildings and Infrastructure' during the planning phase, prior to issuing any work orders, service orders, procurement solicitations, or contracts related to this contract. The Consultant and Department shall submit with sufficient details for review and approval. The SBP Manager will provide specific input regarding compliance with the SBP through the feedback process. Additionally, the Department shall collaborate with the SBP Manager to incorporate the necessary specific project requirements and contract language for the project, ensuring alignment with the SBP policy. The finalized specifications and language shall be incorporated into the service order prior to issuance. For Energy Performance Contracts, the Initial Project Questionnaire form shall be submitted after the Comprehensive Grade Audit for Energy Services but before the Performance Savings Contract is finalized to ensure compliance requirements are incorporated.

Standard for a Building that is a Public Project

a. For all New Construction Public Projects, the minimum rating shall be LEED Silver in the version most recently adopted by USGBC for all project phases, and the Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).
b. For Public Projects that are not New Construction but meet LEED certification requirements, the minimum rating shall be LEED Silver in the version most recently

adopted by USGBC for all project phases, and the Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).

c. For Public Projects that are not New Construction and do not meet LEED certification requirements as determined by the SBP Manager, the Public Project shall adhere to Maximum Measures, and the IO 8-8 Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).

Standard for Infrastructure that is a Public Project > $2M

For Infrastructure Public Projects that are subject to this IO with project costs greater than two million dollars ($2,000,000), the minimum rating shall be Envision Silver, per the version most recently adopted by the Institute for Sustainable Infrastructure, and the required Section VII Prescriptive Path elements in I.O. 8-8.

Standard for Infrastructure that is a Public Project < $2M

For Infrastructure Public Projects with project costs less than two million dollars ($2,000,000), the following requirements shall be met per I.O. 8-8:

i. Maximum Measures

ii. Section VII Prescriptive Path elements

Additional County Requirements and Best Practices

The completed Sustainability Rating certification checklist (i.e., LEED Credit checklist, ENVISION scorecard) is due upon completion of the project's planning stage or before the 30% design phase is completed, at the latest, and shall be submitted to the SBP Manager. Successive submittals shall show the progress level of each step, incorporate the SBP Manager's feedback, and shall also directly correspond to the design decisions of each Phase.

All Public Project elements must meet ASHRAE 90.1 (2022) standard for energy efficiency.

The consultant team shall be responsible for providing regular updates to the SBP Manager throughout the duration of the project, during the design and/or construction phases, with a minimum frequency of at least once a year, and shall continue to actively engage with the SBP Manager.

Compliance Requirements

Please note that lack of funding, lack of knowledge about following IO 8-8, tight deadlines, being unaware of Sustainable Buildings Program requirements, forgetting to put the requirements in bid documents, being unable to go back and change bid documents without incurring significant change order costs, contractors being unaware of the requirements, belief that the policies do not apply due to the wording of the policies, or any other similar justifications are not accepted in lieu of compliance with Sustainable Buildings Program. The unique characteristics of a project shall not, in any way, exempt it from applying sustainable Green Building Practices to the maximum extent possible. Please submit any questions to SBPresilience@miamidade.gov.

Nothing in this NTPC is intended to support, implement or advance a net zero policy,

require any Proposer, contractor or person to support a net zero policy, or provide a procurement or purchasing preference for a product or vendor on the basis that the procurement or purchase of such product or from such vendor will advance or support a net zero policy as "net zero policy" is defined in section 377.816, F.S., as may be amended from time to time, or in any way violate any applicable provision of section 377.816, F.S..

1.19 VENDOR REGISTRATION

Pursuant to NTPC Section 1.7 all proposers need to be registered and pre-qualified by the County prior to the proposal submittal deadline. Interested proposers shall complete the Business Entity Registration Application via the Strategic Procurement Department's Online Vendor Registration Portal at: http://www.miamidade.gov/procurement/vendor-registration.asp. For additional information about online vendor registration, please contact the SPD Vendor Outreach and Support Services Section at (305) 375-5773. **In the event that during negotiations, the recommended vendor's online registration profile does not meet the Vendor Registration requirements, and it is not expeditiously addressed, the County may at its sole discretion, negotiate and award to the next highest ranked responsive, responsible proposer.**

1.20 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime is prohibited from the following:

- Submitting a proposal for a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting a proposal on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity;
- Transacting business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($ **35,000**), for a period of 36 months from the date of being placed on the Convicted Vendor List.

1.21 LOBBYIST CONTINGENCY FEES

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation that is dependent on, or in any way contingent upon, the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the BCC; 2) any action, decision or recommendation of the Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation that

foreseeably will be heard or reviewed by the BCC or a County board or committee.

1.22 LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE

In accordance with Section 2-8.5.1 of the Code of Miami-Dade County, this solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises (LCVBE), except where Federal and State law mandates to the contrary. "Local Certified Veteran Business Enterprise" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A proposer who qualifies as an LCVBE is entitled to receive an additional five points of the final qualitative points at First and Second Tier, as applicable. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation.

1.23 ENERGY EFFICIENT BUILDING PROPERTY DEDUCTION (IF APPLICABLE)

The Energy Policy Act (EP Act) of 2005 (Section 1331), as established by Section 179D of the Internal Revenue Code of 1986, as amended, allows taxpayers to accelerate depreciation of qualified energy efficient commercial building property placed-in-service after December 31, 2005 which was made permanent as a part of the 2021 Omnibus Appropriations Bill and most recently increased and expanded by the Inflation Reduction Act of 2022.

Should the provisions of Section 179D be in place during the course of this solicitation or at any point in the future during the prosecution of the work by the selected Consultant, respondents agree to the following terms and conditions if awarded the contract for the work described herein:

The Consultant is designated as the Designer ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

a) The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").
b) If Miami-Dade County and the Internal Revenue Service (IRS) determine that the Consultant is eligible to receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to Miami-Dade County (the determination of rebate versus discount to be determined by Miami-Dade County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
c) Miami-Dade County reserves the right to retain a third party consultant (the "Third Party Consultant") to manage and administer the process of obtaining

and monetizing the accelerated depreciation benefit derived from the Project and to designate the Third Party Consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.

d) Miami-Dade County agrees to cooperate in all reasonable respects with the Consultant's efforts

1.24 SCRUTINIZED COMPANIES

This Section shall apply except where prohibited by federal law, in accordance with Section 287.134, F.S.

By executing this proposal through a duly authorized representative, the proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in sections 287.135, 215.473 and 215.4725 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists identified above and shall furnish together with its proposal, a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

1.25 LISTING OF SUBCONTRACTORS REQUIRED

Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Prime Consultant must report to the County information for its first tier subcontractors/sub-consultants via the Business Management Workforce System (BMWS) at http://mdcsbd.gob2g.com. The information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The Prime Consultant shall not change or substitute first tier subcontractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the Prime Consultant shall identify subcontractors/sub-consultants used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor/sub-consultant via BMWS. The Prime Consultant shall be responsible for reporting all payments to sub-consultants, and sub-consultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the Prime Consultant intends to pay less than the subcontract amount, the Prime Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount.

1.26 ACCESS STATEMENT FOR NOTICES OF PUBLIC MEETINGS AND DEPARTMENTAL PUBLICATIONS

The Americans with Disabilities Act (ADA) obligates State and local governments to provide effective communications for individuals with disabilities. This includes written and oral communications. To request materials in accessible format, sign language interpreters, and/or any accommodation to participate in a County-sponsored program or meeting regarding this solicitation, please contact the Contracting Officer listed herein five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

1.27 SEA LEVEL RISE

Pursuant to Resolution R-451-14 and Section 2-1 of the Code (Board of County Commissioners Rule 5.09), all County infrastructure projects, including but not limited to County building elevation projects, County installation of mechanical and electrical systems, County infrastructure modifications, and County infrastructure renovations shall consider sea level rise projections and potential impacts as best estimated at the time of the project. These projects shall consider regionally consistent unified sea level rise projections during all phases, including but not limited to planning, design, and construction, in order to ensure that infrastructure projects will function properly for fifty (50) years or the design life of the project, whichever is greater.

1.28 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

1.29 TEAM COMPOSITION

Any requested changes to the proposed Team composition after the response deadline, including replacement of firm(s) or assigned personnel listed in the proposal, will only be considered (1) before the completion of Negotiations; and (2) solely in the case of unforeseen circumstances (e.g., a change in employment status outside the employer's control or a change in the organizational structure of any Team member).

Any such change to the proposed team submitted by the Proposer, is subject to County approval, in its sole discretion, which may include a review by the Client Department and SPD as to all matters concerning the requested change, including the time elapsed between the qualifying event and the submittal of the request, comparability of experience and qualifications and possession of required technical certifications (as applicable), and consultation with the County Attorney's Office.

All such requests shall be sent to the A/E Consultant Selection Coordinator denoted on the cover page of this NTPC, with a copy to the COB at clerk.board@miamidade.gov.

1.30 RIGHTS OF PROTEST (IF APPLICABLE)

In accordance with Implementing Order No. 3-21, Section V, Architectural/Engineering Consultant Selections funded in whole or in part by federal funds or where it has been determined by the DTPW Director that federal funding requirements apply, any proposer may submit a written protest to the County Mayor, 111 N.W. 1st Street, 29th Floor, Miami, Florida 33128, with a copy to the Clerk of the Board, within five working days of the County Mayor's filing of an authorization to negotiate. The decision of the County Mayor shall be final and conclusive on these matters.

1.31 LISTING OF SUBCONSULTANTS VIA THE COUNTY'S WEB-BASED SYSTEM BUSINESS MANAGEMENT WORKFORCE SYSTEM (BMWS)

The Prime A/E firms are responsible for reporting via the BMWS all sub-consultants agreements entered into, including listing award amounts or percentage for each Miami-Dade County project. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please call (305) 375-3111 or email at SBDmail@miamidade.gov.

1.32 INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews: Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected proposer(s) shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to any Agreement entered into as a result of this NTPC for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the selected proposer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services.

Miami-Dade County Inspector General Review: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector

General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit pertaining to any Agreement entered as a result of this NTPC shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted from progress payments made to the County. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exceptions: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

1.33 E-VERIFY REQUIREMENTS

This solicitation is subject to Florida Statute 448.95 requiring all contracts to include terms and specifications with language substantially similar to:
“E-VERIFY - By entering the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of all newly hired employees by the Consultant effective, January 1, 2021, and requiring all Subconsultants and Subcontractors to provide an affidavit attesting that the Subconsultant and Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Consultant, or if a Subconsultant or Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of one year after the date of termination, and the Consultant may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.”

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DIVISION 2.0 PROPOSAL REQUIREMENTS

2.1 FORMAT AND CONTENTS

Interested Proposers must submit their proposal electronically through INFORMS in .pdf format.

Proposers should carefully follow the format and instructions outlined herein. The Proposal Submittal Form must include the electronic signature of the firm's authorized representative. Please refer to Section 2.2, Submittal Requirements for Initial Submission and Second Tier Additional Information, when applicable.

Every firm or team of firms, whether a sole respondent, a prime consultant firm, or a sub-consultant firm, must be responsive to all applicable items contained in this NTPC. Proposers shall not modify any of the forms provided and must submit the completed forms listed below in their proposal. Failure to provide all of the requested information may deem a respondent's proposal non-responsive.

Each proposal shall consist of the following documents in the recommended order noted below.

a) RFP-AE Proposal Submittal Form

The execution of the Proposal Submittal Form constitutes the unequivocal offer of the proposer to be bound by the terms of its proposal. **This is a Web-based form in INFORMS. It does not need to be included in the PDF proposal.** (Only required of the Prime consultant)

b) Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit. **This is a Web-based form in INFORMS. It does not need to be included in the PDF proposal.** (Only required of the Prime Consultant)

c) Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit. **This is a Web-based form in INFORMS. It does not need to be included in the PDF proposal.** (Only required of the Prime Consultant)

d) Letter of Introduction (optional). Preferred maximum of two (2) pages.

e) Letter of Qualifications (LOQ) Form
Proposer shall indicate on the LOQ Form any Locally Headquartered Business (LHB) Firm. Proposer shall indicate on the LOQ Form the minimum estimated % of work based on the assigned technical certification to be completed by each A/E Subconsultant in Section III, to the extent known.

Proposers are advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual sub-consultant(s), after the response deadline specified herein, will only be allowed at the discretion of

Miami-Dade County. Under no circumstance shall a change be allowed that results in a proposer gaining a competitive advantage over other proposers.

f) Table of Organization, to include the following:

1. All team member firms as denoted on the LOQ, with proper Federal Employer Identification Number (FEIN). For purposes of satisfying the applicable requirements of this solicitation, Miami-Dade County considers every company having a different FEIN, a separate legal entity.

2. All assigned personnel and services assigned including Miami-Dade County's technical certification categories in connection with this project.

g) Resumes

Resumes for assigned personnel listed in the Table of Organization. Subject document must be paginated and include personnel's name at the top of each page with a preferred maximum of two (2) pages per team member.

h) Narratives addressing Evaluation Criteria

Narratives detailing response to Criterion 1A, 2A, 3A, and 4A and as described in Section 3.3. Preferred maximum of five (5) pages each, or twenty (20) pages total.

i) A/E Experience & Qualification / Preference / Reference Form

Shall be submitted by each team member (Prime, A/E Sub-consultant, and/or non-A/E sub-consultant), as applicable. Applicable firm must list previous similar type project in which it has performed work. The reference provided should be for one project and must comply with the requirements listed in Section 1.3. Firms must denote whether the reference project is to meet a preferred experience and qualification requirement, and/or a general project reference. The A/E Experience & Qualification / Preference / Reference Form may be submitted more than once per individual team member firm as applicable.

Please be advised that each one of your references may be contacted by SPD staff, or designee, to verify the information provided in the A/E Experience & Qualification / Preference / Reference Form

j) Certificate of Assurance (COA) Form - Shall be completed and provided by the Prime acknowledging the SBE measures applied to this Project. Refer to Section 1.5 for applicable Contract Measures. Subsequent to receipt of proposals, but prior to the First Tier Evaluation, Proposers will be notified to report all SBE sub-consultant participation agreements via the BMWS pursuant to Section 1.8 of this NTPC.

All Proposers and any subconsultant meeting an SBE measure are advised to

keep their profile contact information in BMWS for the "UTILIZATION PLANS CONTACT" current to be notified with the Utilization Plan requirements. Failure to submit this form or complete the Utilization Plan by the deadline shall render the proposal non-compliant.

k) SPD Form - Locally Headquartered Business Affidavit (Required of the Prime if the Prime is self-performing work and requesting LHB preference points. This form is also required for all subconsultants performing work towards LHB preference points).

l) SPD Form - Locally Headquartered Business – Letter of Commitment (LOC) (Required for all subconsultants performing work towards LHB preference points)

For consideration of LHB preference points, the assigned percentage of work commitment shall be only for Technical Categories listed in Section 1.4 of the NTPC. If there is a discrepancy between the percentage of assigned work shown on the LOC and the LOQ, the percentage on the LOC takes precedence.

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

Pursuant to Section 2-11.1(p) of the Miami-Dade County Code, County employees may not provide letters of recommendation.

The County Mayor or County Mayor's designee may impose the loss of eligibility to participate in County contracts, for a specified period of time not to exceed five years, upon an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses for violations of, or non-compliance with I.O. 3-39. Subject violations and/or non-compliance may include the falsification of information provided in a proposal and/or consultant selection documents.

2.2 SUBMITTAL REQUIREMENTS FOR INITIAL SUBMISSION AND SECOND TIER ADDITIONAL INFORMATION, WHEN APPLICABLE

Interested firms must submit their proposal electronically through INFORMS, prior to the Deadline for Receipt of Proposals, as denoted on the cover page of this NTPC. Please refer to Section 1.2, Notice of Electronic Bidding, for more information on how to register/use INFORMS.

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. If applicable, Second Tier Additional Information will be requested from the Short-Listed firms.

Pursuant to Florida Statute 119.071(2), all proposals received will become public record 30 days after the response deadline.

The responsibility for submitting a proposal to the County, on or before the stated time and date, is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by technical difficulty, nor caused by any other occurrence. **Proposals shall not contain any external links, animations and/or videos**. If there are any questions regarding INFORMS, please contact INFORMS Support at 305-375-5773 or email: ISD-VSS@miamidade.gov.

2.3 POSTPONEMENT/CANCELLATION

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

2.4 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be the sole responsibility of the proposer(s). No payment will be made for any responses received, nor for any other effort required of, or made by the proposer(s) prior to commencement of work as defined by a contract approved by the BCC.

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DIVISION 3.0 EVALUATION/SELECTION PROCESS

3.1 INTRODUCTION

The County Mayor or County Mayor's designee will appoint a CSC with the appropriate experience and/or knowledge necessary to evaluate the scope of services. The CSC will be comprised of appropriate County personnel from multiple departments and members of the community as deemed necessary.

3.2 SELECTION PROCESS

Proposals will be evaluated in accordance with the guidelines established in I.O. 3-34 and I.O. 3-39. In the event that the County receives fewer than three proposals, the County may, in consideration of the nature of the project (specialized scope of services, technical certifications required, preclusion language, potential for organizational conflict of interest, project priority, etc.), elect to proceed with the proposal(s) received which are determined to be responsive and responsible.

Pursuant to County Resolution No. R-321-23, the Competitive Selection Committee shall be provided with reports with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Competitive Selection Committee to consider if such Reports would change the rankings. If the Competitive Selection Committee determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

3.3 PROPOSAL EVALUATION

The CSC will evaluate responsive proposals. This Architectural and Engineering Professional Services solicitation will be evaluated based on the specified criteria, in an effort to make a responsible recommendation to the County Mayor or County Mayor's designee as to which of the respondents should be granted the right to negotiate a contract for the solicited services. The CSC will evaluate responsive proposals, based on First and Second Tier criteria in accordance with I.O. 3-39.

The First Tier is the Evaluation of Experience and Qualifications. First Tier evaluation will be performed based on the criteria listed below. The CSC shall assign points on the Evaluation Forms based on the selection criteria set forth in 1A, 2A, 3A, and 4A, per CSC member in his or her discretion, depending on the merit of the proposal in accordance with the evaluation criteria. Each CSC member shall assign Qualitative Points on each respondent's evaluation report in accordance with the established evaluation criteria. In accordance with I.O. 3-39, SPD staff shall assign additional points per CSC member based on the selection criteria set forth in 5A, 6A, 7A, and 8A:

FIRST TIER SELECTION: (Maximum 110 points)

Criterion 1A: Qualifications of the Team Members Assigned to the Project
(1 point min. / 40 point max.)

Evaluation of the qualifications of the individuals and experience level of the professional and management staff to be assigned to the project, quality and availability of the project manager and staff of the Firm to be assigned, if any, including, any preferred qualifications as specified in the NTPC. The qualifications shall also include, but not be limited to, familiarity with County regulations and sustainability design principles as set forth in the solicitation documents.

(Refer to Section 1.3 of the NTPC for applicable preferred Experience and Qualifications) Scoring of this criterion will be based on Narrative included in proposal and Resumes of Team Members.

Criterion 2A: Past Experience of Similar Projects
(1 point min. / 30 point max.)

Evaluation of the Firm's past experience, professional role, and knowledge of similar projects, including any preferred experience as specified in the NTPC, Firm's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated, key design elements, approach to the project, understanding and awareness of the regulatory, permitting, and compliance requirements involved with the project, health and safety programs, and number of LEED accredited completed projects, as applicable.

(Refer to Section 1.3 of the NTPC for applicable preferred Experience and Qualifications) Scoring of this criterion will be based on Narrative included in proposal, and the A/E Experience and Qualifications / Preference / Reference Forms.

Criterion 3A: Past Performance for the Firms
(1 point min. / 15 point max.)

Evaluation of the firm's past performance, overall interrelationship with proposed Team members, responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects will be considered, including performance on any non-County projects. CSC members are required to review the available Past Performance Evaluation reports in the County's database as of the submittal due date.

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Scoring of this criterion will be based on Narrative, Past Performance Evaluations in the County system, and relevant information in the A/E Experience and Qualifications/ Preference / Reference Forms.

Criterion 4A: Firm's Project Staffing Availability, and Ability to Meet Time and Budget
(1 point min. / 5 point max.)
Evaluation of the Firm's staffing levels assigned to the project, including the Firm's ability to replace key personnel if needed, their experience in scheduling projects, systems utilized to keep track of the project schedule, cost controls, familiarity with County guidelines and regulations, as well as tools and methods employed to avoid cost overruns, change orders, and project delays.
Scoring of this criterion will be based on Narrative included in proposal.

Criterion 5A: Amount of Work Awarded and Paid by The County
(1 point min. / 5 point max)
SPD will use this criterion to distribute work equitably and consider amounts awarded and paid by the County for Professional Services. The formula used to determine a Team's awarded and paid amounts (Average Dollar Value or "ADV") is the sum of 50% of the dollars awarded for Professional Services to the prime Firm and all Sub-consultants by the County when they served as a Prime Consultant in previous engagements, during the three-year period immediately preceding the submittal date; plus 50% of the dollars paid for Professional Services to the prime Firm and all Sub-consultants by the County when they served as a Prime Consultant in previous engagements, during the three-year period immediately preceding the submittal date. The highest amount awarded and paid by the County to any Firm responding to the NTPC shall be the Maximum ADV. The point total awarded for Criterion 5A is determined as a percentage ratio of each Team's ADV to the Team whose ADV is the highest ("Maximum ADV".)

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

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

ADV calculations shall be based on the current information available within the County's database(s) and shall be performed by County staff in advance of the First Tier meeting, but not communicated to the CSC until scoring is completed and submitted by the CSC to SPD staff for processing.

<u>Criterion 6A: Use of Locally Headquartered Businesses</u>
<u>(0 point min. / 5 point max)</u>
SPD staff shall assign points to all eligible Teams based on the percentage of Contract work assigned to Locally Headquartered Businesses (LHB) as specified in this Section in furtherance of Sections 2-8.5 and 2-10.4, County Code. Points will only be awarded to

A&E firms assigned work associated with TC categories required by the NTPC.

If the Prime is not an LHB, then the following points will be assigned based on the percentage of work sub-contracted to the LHB Sub-consultants as set forth below:

Percentage (%) of work assigned for LHB Sub-consultants	Points
< 5%	0
5% to <15%	1
15% to <25%	2
25% to <35%	3
35% to <45%	4
45% and over	5

In the event a Locally Headquartered Business is the prime, and such Firm commits to perform a minimum of 50% of the value of the work of the Contract with its own forces, the Firm shall be entitled to three (3) points on account of the Firm's own status as an LHB. Such Firm shall be entitled to an additional two (2) points based on subcontracting, as provided for all firms in the schedule below:

Percentage (%) of work assigned for LHB Sub-consultants	Points
< 5%	0
5% to <15%	1
15% and over	2

The LHB preference shall be implemented and enforced in accordance with the enforcement provisions set forth in Implementing Order 3-68.

Criterion 7A: Local Preference
(5 points)
SPD staff shall assign five (5) points to all Teams eligible for Local Preference, per Sections 2-8.5 and 2-10.4 of the Code. The County will assign the points upon review of the submitted qualifying information meeting this requirement as specified in the NTPC.

Criterion 8A: Local Certified Veteran Business Enterprise Preference
(5 points)
SPD staff shall assign five (5) points to all Teams eligible for Local Certified Veteran Business Enterprise preference, per County Code Section 2-8.5. The County will assign the points upon review of the submitted qualifying information meeting this requirement as specified in the NTPC.

The CSC Chairperson records the qualitative points awarded by each CSC member.

The qualitative scores are then converted to ordinal scores for each firm.

The lowest qualitative score for each Proposer shall be discarded if any of the lowest

qualitative scores deviate by twenty-five percent (25%) or more from the average score by all CSC members. The qualitative scores will be totaled to yield the Adjusted Qualitative Points for each respondent.

The ordinal scores will be adjusted by discarding the highest ordinal score for each firm and tabulating the remaining ordinal scores. The firms shall be ranked based on the adjusted ordinal score and such rank shall become the final rankings for recommendation by the CSC (CSC Rank).

Should a tie exist in the total adjusted ordinal score, the first tie-breaker is the highest total adjusted qualitative points, followed by the highest total qualitative points for criterion 1A, 2A, 3A, and 4A in that order, until the tie is broken. The ordinal ranking is then determined.

Upon conclusion of the First-Tier evaluation process, the CSC may exercise one of the following options:

a) The CSC may waive the Second Tier evaluation process, and recommend to the County Mayor or County Mayor's designee that a contract be negotiated with the highest ranked responsive and responsible proposer(s) based solely on the evaluation results of First Tier. Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).

b) The CSC may short-list and require short-listed respondents to participate in a Second-Tier evaluation. Short-listed respondents may be required to submit additional documentation and /or to participate in oral presentations.

If the CSC decides by majority vote to waive the Second Tier evaluation process, the CSC recommendation shall be reflective of the ranking. Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended respondent(s).

If proceeding to the Second Tier, the order of oral presentations for the short-listed firms will be based on the reverse order of final ranking from the First Tier meeting.

SPD staff will notify short-listed respondents regarding the following as applicable:

- Oral presentation date, time, location and duration
- Additional information, if any, requested by the CSC, and the submittal due date and time. Please refer to Section 1.13, Communications and Submittal of Additional Information.

Please note that on the day prior to the Second Tier meeting, all presenting Teams are required to provide the County, in an electronic format, a copy of all materials to be shown/presented during the Oral Presentation, including but not limited to; any handouts, banners, boards, PowerPoint presentations and videos.

On the day of the Second Tier meeting, presenting firms will be provided access to a large TV/projection screen connected to a County provided laptop with PowerPoint software to show their presentation. Alternatively, presenting firms may provide their own equipment to present.

The Second Tier is the Evaluation of Oral Presentations. The Second-Tier meeting provides the opportunity for shortlisted firms identified at the First-Tier selection, to present additional information during an oral presentation. A question-and-answer period may also be involved. Furthermore, the CSC may request supplemental written information prior to or in lieu of oral presentations.

The CSC, in his or her discretion, shall assign points on the Evaluation Forms, based upon the merit of the presentations and/or requested information, as applicable, in accordance with the evaluation criteria. The Chairperson shall assign points per CSC member based on the selection criteria set forth in 4B, 5B, and 6B below:

SECOND TIER SELECTION (Maximum 110 points)

Criterion 1B: Qualifications of Professional Personnel and Team Members Assigned to the Project

(1 point min. / 40 point max.)

Evaluation of the qualifications and experience level of the professional personnel and Team members assigned to the project. The qualifications may include past experience with similar types of projects and familiarity with County Regulations.

Scoring of this criterion will be based on Oral Presentation, responses during the Question-and-Answer session, and/or additional information requested by the CSC, as applicable.

Criterion 2B: Knowledge of Project Scope and Project Approach

(1 point min. / 40 point max.)

Evaluation of the respondent's understanding of the proposed scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required),effects on the community involved, and awareness of the permitting requirements including health and safety measures applicable to the project's scope. Respondents approach to the project, sustainable design principles as set forth in the solicitation document, and implementation of LEED requirements, as applicable.

Scoring of this criterion will be based on Oral Presentation, responses during the Question-and-Answer session, and/or additional information requested by the CSC, as applicable.

Criterion 3B: Proposer's Project Management Methodology

(1 point min. / 15 point max.)

Staffing levels assigned to the project, their experience in scheduling projects, systems utilized to keep track of the project schedule, cost control, quality assurance, and quality control, as well as tools and methods employed to avoid cost overruns and project delays. Evaluation of the Firm's management approach to the proposed scope of services.

Scoring of this criterion will be based on Oral Presentation, responses during the Question-and-Answer session, and/or additional information requested by the CSC, as applicable.

Criterion 4B: Use of Locally Headquartered Businesses (LHB)
(0 point min. 5 point max.)
SPD staff shall assign points to all eligible Teams based on the percentage of Contract work assigned to Locally Headquartered Businesses (LHB) as specified in this Section in furtherance of Sections 2-8.5 and 2-10.4, County Code. Points will only be awarded to A&E firms assigned work associated with TC category(ies) required by the NTPC.

If the Prime is not an LHB, then the following points will be assigned based on the percentage of work sub-contracted to the LHB Sub-consultants as set forth below:

Percentage (%) of work assigned for LHB Sub-consultants	Points
< 5%	0
5% to <15%	1
15% to <25%	2
25% to <35%	3
35% to <45%	4
45% and over	5

In the event a Locally Headquartered Business is the prime, and such Firm commits to perform a minimum of 50% of the value of the work of the Contract with its own forces, the Firm shall be entitled to three (3) points on account of the Firm's own status as an LHB. Such Firm shall be entitled to an additional two (2) points based on subcontracting, as provided for all firms in the schedule below:

Percentage (%) of work assigned for LHB Sub-consultants	Points
< 5%	0
5% to <15%	1
15% and over	2

The LHB preference shall be implemented and enforced in accordance with the enforcement provisions set forth in Implementing Order 3-68.

Criterion 5B: Local Preference
(5 points)
SPD staff shall assign five (5) points to all Teams eligible for Local Preference, per Sections 2-8.5 and 2-10.4 of the Code. The County will assign the points upon review of the submitted qualifying information meeting this requirement as specified in the NTPC.

Criterion 6B: Local Certified Veteran Business Enterprise Preference
(5 points)

SPD staff shall assign five (5) points to all Teams eligible for Local Certified Veteran Business Enterprise preference, per County Code Section 2-8.5. The County will assign the points upon review of the submitted qualifying information meeting this requirement as specified in the NTPC.

The CSC Chairperson records the qualitative points awarded by each CSC member.

The qualitative scores are then converted to ordinal scores for each firm.

The lowest qualitative score for each Proposer shall be discarded if any of the lowest qualitative scores deviate by twenty-five percent (25%) or more from the average score by all CSC members. The qualitative scores will be totaled to yield the Adjusted Qualitative Points for each respondent.

The ordinal scores will be adjusted by discarding the highest ordinal score for each firm and tabulating the remaining ordinal scores. The firms shall be ranked based on the adjusted ordinal score and such rank shall become the final rankings for recommendation by the CSC (CSC Rank).

Should a tie exist in the total adjusted ordinal score, the first tie-breaker is the highest total adjusted qualitative points, followed by the highest total qualitative points for criterion 1B, 2B, and 3B in that order, until the tie is broken. The ordinal ranking is then determined.

Upon conclusion of the Second Tier evaluation process, the CSC recommendation shall be reflective of the ranking.

Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).

3.4 NEGOTIATIONS

The County reserves the right to enter into contract negotiations with the selected proposer(s). If the County and the proposer(s) do not agree to the terms of the PSA, then the County may elect to terminate negotiations and begin negotiating with the second highest ranked proposer and so forth. This process will continue until a contract has been executed, or all submittals have been rejected. No proposer shall have any claims and/or rights against the County arising from such negotiation and/or the qualification process.

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MIAMI-DADE COUNTY
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)

(I) - PROJECT INFORMATION

SPD Project No.: **E26SP02**

Project Name: **PROGRAM MANAGEMENT CONSULTANT (PMC) SERVICES**

Prime # 1 | **(II) - PRIME CONSULTANT INFORMATION**

Name: FEIN: E-mail:

Business Address: Principal: Phone: ( ) -

Contact Person's Name and Title: Project Manager:

Locally Headquartered Business (**LHB**) **Yes** ☐ or **No** ☐ If LHB, enter percentage of work assigned to the Prime ____ **%**

(III) - PROPOSED A/E SUB-CONSULTANTS PERFORMING REQUIRED TECHNICAL CERTIFICATION CATEGORIES

Sub #	Firm Name	FEIN	% of Work Assigned	LHB Yes or No
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

(IV) – A/E TECHNICAL CERTIFICATION REQUIREMENTS

(Please use Prime # and Sub # to identify each firm from Section II and III)

A/E Technical Certification Categories		Prime #	Sub #
5.01	**Port and Waterways Systems – Engineering Design - PRIME**		
5.02	**Port and Waterways Systems – Architectural Design - PRIME**		
17.00	**Engineering Construction Management - PRIME**		
18.00	**Architectural Construction Management - PRIME**		
3.01	Highway Systems - Site Development and Parking Lot Design		
3.03	Highway Systems - Bridge Design		
3.08	Highway Systems - Intelligent Transportation Systems Analysis, Design and Implementation		
3.09	Highway Systems - Signing, Pavement Marking, and Channelization		
5.03	Port and Waterway Systems - Cruise Terminal Design		
5.09	Port and Waterway Systems - Environmental Design		
5.10	Port and Waterway Systems - Transportation System Design		
6.01	Water and Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission Systems		
8.00	Telecommunication Systems		
9.02	Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services		
9.05	Soils, Foundations and Materials Testing - Roof Testing and Consulting		
10.01	Environmental Engineering - Stormwater Drainage Design Engineering Services		
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		

A/E Technical Certification Categories		Prime #	Sub #
16.00	General Civil Engineering		
19.05	Value Analysis and Life-Cycle Costing – Port and Waterways Systems		
22.00	ADA Title II Consultant		
26.00	Claims Analysis Services		

(V) - PROPOSED A/E SUB-CONSULTANTS PERFORMING NON-REQUIRED TECHNICAL CERTIFICATION CATEGORIES AND/OR NON-A/E SUB-CONSULTANTS

a	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
b	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
c	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
d	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
e	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
f	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
g	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
h	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -
i	Firm Name: Address: Assigned Services:	FEIN:	Phone: ( ) -

ARCHITECTURAL AND ENGINEERING
EXPERIENCE & QUALIFICATION / PREFERENCE / REFERENCE FORM

INSTRUCTIONS

This form must be submitted by each team member (Prime, A/E Sub-consultant, and/or non-A/E sub-consultant), as applicable. Applicable firm must list previous similar type project in which it has performed work. The reference provided below should be for one project and must comply with the requirements listed in Sections 1.3, Scope of Services, Experience and Qualifications/Preferences, and 2.1, Format and Contents, of the NTPC.

APPLICABILITY TO EXPERIENCE & QUALIFICATION(S) / PREFERENCE(S)

This project reference complies with the Experience and Qualification(s) and/or Preference(s) required under Section 1.3, Scope of Services, of the NTPC. ☐ Yes OR ☐ Not Applicable

If yes, please indicate which of the Experience and Qualification(s) and/or Preference(s) that is met with this project reference.

REFERENCE PROJECT INFORMATION

Firm Name:

Reference Project Name/Address:

Name(s) and Role(s) of Consultant Personnel Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Total Compensation for Services: $ Project Start Date: Project Completion Date:

Project Construction Cost: $ Construction Start Date: Construction Completion Date:

Reference Company Name: Reference Contact Name:

Reference Telephone Number: E-mail:

SPACE BELOW IS TO BE UTILIZED TO EXPAND ON THE SCOPE OF SERVICES PROVIDED FOR THIS PROJECT REFERENCE. PLEASE DESCRIBE YOUR FIRM'S INVOLVEMENT IN THE REFERENCE PROJECT. PROVIDE DETAILS TO SUPPORT WHETHER EACH TEAM MEMBER'S PARTICULAR EXPERTISE RELEVANT TO THE PROJECT WAS GAINED UNDER CURRENT EMPLOYMENT, OR AS A MEMBER OF ANOTHER FIRM. (ADDITIONAL SHEETS OF PAPER MAY BE USED TO INCLUDE INFORMATION).

SMALL BUSINESS DEVELOPMENT

CERTIFICATE OF ASSURANCE (COA)

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: _____ Project Title: _____

Name of Bidder/Proposer: _____ FEIN _____

Address: _____ City _____ State _____ ZIP _____

Phone Number: _____ Email address: _____

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: _____% SBE-A/E, _____% SBE-Con, ___Trade Set-aside SBE-Con, _____% SBE-G, and/or _____% SBE-S.

(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

_____	_____	_____
Print Prime Bidder's Name & Title	Prime Bidder's Signature	Date

To satisfy the requirements for Step 1 – Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-Architecture & Engineering, SBE-Construction, SBE-Good and/or SBE-Service (non-construction, architecture or engineering) measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to select and submit the names of the certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid/proposal documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared _____, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

_____
Signature of Owner

SWORN TO and subscribed before me this _____ day of _____, 20_____

_____
Signature of Notary Public-State of Florida

My Commission Expires:

Name of Applicant Firm: _____

LOCALLY HEADQUARTERED BUSINESS AFFIDAVIT

SPD Project No. E26SP02

A firm (the "Applicant") applying to be considered for the Locally Headquartered Business Preference for this solicitation must complete this affidavit, which will be used to determine eligibility for the Locally Headquartered Business Preference. If there is insufficient space for the Applicant to provide all requested information, please attach a separate sheet with any necessary supplementation. Should the County determine that the Applicant is eligible for the Locally Headquartered Business Preference, such preference shall be applied as described in the Notice to Professional Consultants.

Under Section 2-8.5 of the Code of Miami-Dade County, Florida (the "Code"), a "Locally Headquartered Business" is a "Local Business" (as that term is defined in Section 2-8.5(1)(c) of the Code) that has its "Principal Place of Business" in Miami-Dade County. A firm's "Principal Place of Business" is determined based on the location of the "nerve center" of that firm's operations, which is where the firm has its center of overall direction, control, and coordination of activities. For firms that only have a single location, that location will be treated as the "Principal Place of Business."

1. Does the Applicant have more than one business location?

   ___ Yes

   ___ No

2. If "No" was selected on the previous question, is the single business location of the Applicant located in Miami-Dade County?

   ___ Yes (please complete question No. 4 below, sign and submit the form; it is not necessary to complete the remainder of the form)

   ___ No (please continue with the remainder of this form)

3. Please identify and provide the requested information for each of the key officer(s) responsible for the overall direction, control, and coordination of activities for the Applicant.

Additional key officers which do not adequately fit in the space provided below shall be added on an additional sheet to be appended to the Affidavit.			
Name	**Title**	**Office Location (Name of County)**	**Home Location (Name of County)**

4. Please set forth the address of the Applicant's corporate headquarters.

   Address: _____

Name of Applicant Firm: _____

5. If different from the address set forth in question (4), please set forth the address where day-to-day decisions regarding the Applicant's major policies, advertising, distribution, accounts receivable, and finance are made.

   Address: _____

6. If different from the address set forth in question (4), please identify the location(s) where corporate records and bank accounts are kept.

   Address: _____

   Address: _____

7. Please set forth the address stated on the Applicant's articles of incorporation, operating agreement, partnership agreement, or similar corporate charter, identifying the Applicant's principal place of business.

   Address: _____

8. Has a federal or state court ever determined, or has the Applicant ever asserted in judicial proceedings, that the Applicant is not a citizen of the State of Florida for jurisdictional purposes or that Miami-Dade County is not the place where the Applicant has, or usually keeps, an office for transaction of its customary business?

   ___ Yes (please provide a copy of the ruling or filing and, if circumstances have changed, explain in (9))

   ___ No

9. Please set forth any other information that the Applicant believes may be relevant to the County's determination of Principal Place of Business, as defined in the Code.

Comment:

The undersigned affirms compliance with meeting all applicable requirements of a "local business", as defined by Miami-Dade County Code Section 2-8.5 (1)(c), as a prerequisite for eligibility as a Locally Headquartered Business.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it and the information provided (hereto) are true, accurate, and complete.

Signature of Authorized Applicant's Representative (Principal): _____

Printed Name of Authorized Applicant's Representative (Principal): _____

Title: _____ Date: _____

Letter of Commitment (LOC)

Locally Headquarter Business (LHB) - Architectural & Engineering

THIS SECTION MUST BE COMPLETED BY PRIME PROPOSER

From: _____

Name of Prime Proposer

In response to Miami-Dade County's SPD Project Number_____, the undersigned hereby agrees to utilize the Locally Headquartered Business – Architectural & Engineering (AE) firm listed below, performing the A/E work at the percentage specified for the AE consultant identified below, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County.

Name of Locally Headquartered Business AE Firm Sub-Consultant performing the percentage of work identified below:
Name of Proposed LHB -AE Firm listed in the LOQ _____ Percentage of Work Assigned _____%* ***Percentage of work to be assigned is only applicable to A/E Technical Certification categories required for this project.***

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Proposer's Signature	Proposer's Name/Title (Print)	(Date)

THIS SECTION MUST BE COMPLETED BY THE LHB/AE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED LHB – ARCHITECTURAL & ENGINEERING FIRM

The undersigned has reasonably uncommitted capacity sufficient to provide the required services, all licenses and technical certifications necessary to provide such services, the ability to provide such services consistent with normal industry practice, and the ability to otherwise meet the proposal specifications.

LHB/AE Subconsultant Signature	Date
LHB/AE Subconsultant Name (Print)	Title
Name of LHB/AE Firm	

PORTMIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
PROGRAM MANAGEMENT CONSULTANT (PMC) SERVICES – PORTMIAMI
SEAPORT PROJECT NO.: 2026-020
SPD CONTRACT NO.: E26SP02

Daniella Levine Cava, Mayor

BOARD OF COUNTY COMMISSIONERS

Honorable Anthony Rodriguez, Chairman

Honorable Kionne L. McGhee Vice-Chairman

Honorable Oliver G. Gilbert, III
District 1

Honorable Marleine Bastien
District 2

Honorable Keon Hardemon
District 3

Honorable Micky Steinberg
District 4

Honorable Vicki L. Lopez
District 5

Honorable Natalie Milian Orbis
District 6

Honorable Raquel A. Regalado
District 7

Honorable Danielle Cohen Higgins
District 8

Honorable Kionne L. McGhee
District 9

Honorable Anthony Rodriguez
District 10

Honorable Roberto J. Gonzalez
District 11

Honorable Juan Carlos Bermudez
District 12

Honorable René Garcia
District 13

PORTMIAMI

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
PROGRAM MANAGEMENT CONSULTANT (PMC) SERVICES
SEAPORT PROJECT NO.: 2026-020/SPD CONTRACT NO.: E26SP02

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ATTACHMENT

ATTACHMENT A- SCHEDULE OF RATES

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NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2026 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and XXXXXX. authorized to do business in the State of FLORIDA with offices in MIAMI , hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H :

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with Program Management Consultant (PMC) Services – PortMiami, Seaport Project No. 2026-020; SPD Contract No.: E26SP02, as more specifically described in SECTION II – PROFESSIONAL SERVICES of this Agreement for the Dante B. Fascell Port of Miami-Dade, hereinafter referred to as the "PROJECT".

SECTION I – COUNTY OBLIGATIONS

The COUNTY agrees that the Miami-Dade County Seaport Department, hereinafter referred to as the "Department", shall furnish to the CONSULTANT any plans and other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information to the extent required by the CONSULTANTS's normal standard of care if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

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The Director of the Miami-Dade County Seaport Department or his/her designee, hereinafter referred to as the "Director", reserves the right to guarantee the accuracy of information provided by the COUNTY to the CONSULTANT. When such guarantee is provided in writing, the CONSULTANT shall not be compensated for independent verification of said information.

The Director shall issue written authorization to proceed to the CONSULTANT for each section of the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, the Director reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal, in a form acceptable to the COUNTY, upon the Director's request prior to the issuance of a Work Order. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The Director shall confer with the CONSULTANT before any Work Order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

The Director reserves the right to assign the CONSULTANT's design work to another CONSULTANT, including but not limited to a CONSULTANT on a previous, successor or concurrent contract and further reserves the right to assign another CONSULTANT's design work to CONSULTANT. CONSULTANT shall not be responsible for the design work assigned to another CONSULTANT if the design work is not 100% completed by the CONSULTANT and submitted as final documents by the CONSULTANT and accepted by the COUNTY.

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

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SECTION II – PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from the Director, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order.

The selected Consultant shall provide a dedicated program management team to support the North Bulkhead Realignment Program and provide on-call services for the broader PortMiami CIP.

The Consultant shall provide non-exclusive professional services consisting of but is not limited to the following:

- Program Management & Owner's Representation
  - Serve as the Port's representative for the North Bulkhead Program and assigned CIP projects.
  - Provide strategic oversight of program delivery, including coordination with Design-Build teams, contractors, and stakeholders.
  - Facilitate communication between the Port, regulatory agencies, consultants, and tenants.
- Project Controls (Cost, Schedule, Risk)
  - Develop and maintain program-level and project-level schedules (CPM-based)
  - Review and validate contractor schedules, Time Impact Analyses (TIAs), and recovery plans
  - Provide cost estimating, cost validation, and open-book GMP support.
  - Maintain risk registers and support the implementation of mitigation strategies.
- Design & Construction Oversight
  - Review design submittals for compliance with Port standards, operational requirements, and long-term performance
  - Provide constructability reviews and phasing analysis to minimize operational impacts.
  - Support field oversight and coordination during construction
- Contract Administration & Claims Support
  - Support contract compliance, change management, and documentation
  - Review change orders, change requests, and claims.
  - Provide claims analysis and dispute resolution support.
- Regulatory & Permitting Coordination
  - Assist with the coordination of federal, state, and local permitting.
  - Support environmental compliance and mitigation strategies.

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- ❖ Quality Assurance / Quality Control (QA/QC)
  - Establish QA/QC protocols and verify implementation across projects.
  - Review deliverables for completeness, accuracy, and compliance.
- ❖ Stakeholder & Operational Coordination
  - Coordinate with Port Operations, tenants, cruise lines, and cargo operators.
  - Support planning and execution of construction within an active port environment
- ❖ Program-Wide Support for CIP
  - Provide program management services across additional CIP projects as assigned.
  - Support planning, budgeting, procurement, and execution of capital projects
- ❖ Staff Augmentation (As Needed)
  - Provide qualified personnel to supplement Port staff in areas such as:
  - Project management
  - Scheduling
  - Cost estimating
  - Inspection and document control
- ❖ Deliverables
  - Program and project schedules
  - Cost estimates and financial reports
  - Risk registers and mitigation plans
  - Monthly and executive-level reporting
  - Claims analysis reports
  - Technical reviews and recommendations
  -

For a more detailed description of the list of compensation rates, please refer to Attachment "A", Schedule of Rates.

A. In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to provide complete engineering services to: Maintain an adequate staff of qualified personnel on the project at all times to complete the scope in accordance with the terms specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgment, such employee's conduct or performance is detrimental to the PROJECT. The CONSULTANT shall not replace any employee in the team proposed by the CONSULTANT without prior COUNTY approval. The CONSULTANT shall

submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.), as Attachment "A" to this agreement and made a part hereof. Notwithstanding and prevailing over anything to the contrary in this Agreement, unless approved in writing by the Director of the Seaport Department, the COUNTY shall not be required to compensate CONSULTANT for fees based on direct salary cost where CONSULTANT proposes to increase said fees based on an increase to CONSULTANT'S employees' direct salary cost exceeding four percent (4%) of the direct salary cost for said employee in the preceding year, regardless of whether said increase is based on adjustments to salary for merit, cost of living adjustment, or any other reason.

B. Comply with all applicable federal, state and local laws, regulations, codes, ordinances, resolutions and administrative orders applicable to the work.

C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

D. Report the status of the work to the Director upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director at any time. The CONSULTANT shall reference all correspondence and work with the Work Order Number.

E. Submit for COUNTY review, work schedules, cost estimates, design computations, drawings, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review. Drawings shall be in AutoCAD format in a version acceptable to the Department. Upon finalization of work the CONSULTANT shall submit hard copy reproducible as well as editable final product disks to the COUNTY. Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or

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economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The COUNTY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

F. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and omissions.

G. Prior to final approval of work by the Director, the CONSULTANT shall complete a preliminary check of any documents submitted for compliance with all county, city, state, and federal agencies as required.

H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION X – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

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SECTION III – TIME FOR COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Work Order from the Director subsequent to the execution of this Agreement, and shall be completed within the time stated in the Work Order.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in SECTION IV hereof, render performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation.

SECTION IV– FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of sub-consultants/subcontractors, retained by CONSULTANT, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V – COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

Subject to the limitation on increases of direct salary costs contained in Section II(A), the fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of **2.90** for Office Personnel, **2.40** for Field Personnel and/or personnel on loan, which shall mean that they are under the direct supervision of the COUNTY's Seaport Department and the Department provides office space, computers and communication equipment (excludes cellular phones). Office Personnel shall mean personnel that are based in the home offices of the CONSULTANT and or Sub-consultant(s) or do not otherwise meet the definition of Field Personnel or personnel on loan. Office Personnel may, from time to time, be required to provide professional services on site at PortMiami. Field Personnel/personnel on loan shall mean personnel that are performing duties in the field, outside of the home offices of the CONSULTANT and or Sub-consultant(s), and at County Offices a minimum of twenty four (24) hours per week (which shall mean

that they are under the direct supervision of the COUNTY's Seaport Department and the Department provides office space, computers and communication equipment, excluding cellular phones), for more than thirty (30) days. Time worked by the CONSULTANT and/or Sub-consultant(s) for this entire period working as Field Personnel/personnel on loan shall be at the Field/on loan personnel rate. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

Furthermore, the maximum raw hourly rates, per classification, for the Consultant and Sub-consultants are capped and set not to exceed as follows:

Engineer - Classification	***Raw Rate Cap***
Senior Program Manager	*$100.00*
Technical Expert / Specialist	*$100.00*
Senior Project Manager / Registered Technical Staff	*$88.00*
Project Manager /Non-Registered Technical Staff	*$70.00*
Support Staff / Field Staff / CADD / Graphics Staff / Inspector	*$50.00*
Administration Staff	*$35.00*

The COUNTY has the right to verify these multipliers through an audit.

1. The CONSULTANT and its Sub-consultants shall be compensated at the flat rate of **$XXXX** per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

- **XXXXX**
  - XXXX
- **XXXXX**
  - XXXX

- **XXXXX**
  - XXXX

The COUNTY reserves the right to substitute principals in its sole discretion upon request by the CONSULTANT.

2. Overtime work considered necessary and previously authorized by the Director in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work in excess of forty (40) hours per week. Principals shall not receive additional compensation for performance of overtime work.

3. Subject to the limitation on increases of direct salary costs contained in Section II(A), labor rates shall be in accordance with the list of rates per classification supplied by the CONSULTANT and its sub-consultants and made a part hereof as Attachment "A". Labor rates of CONSULTANT and its SUBCONSULTANTS included in Attachment "A" are subject to review and adjustment.

4. The CONSULTANT and its sub-consultants shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factor set forth above shall cover all such costs pertinent to the work.

5. All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a Work Order. The CONSULTANT shall not submit invoices, which include charges for services by Sub-consultant(s), unless such services have been performed satisfactorily and the charges are, in the

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opinion of the CONSULTANT, payable to such Sub-consultant(s). The CONSULTANT shall promptly make all payments to such Sub-consultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Sub-consultant(s), the CONSULTANT shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Sub-consultant(s) authorized by the Director as services shall not exceed the CONSULTANT's rates above unless otherwise approved in advance by the Director.

B. Lump sum Fee

The fee for any requested portion of work may, at the option of the PortMiami, a lump sum amount mutually agreed upon by the Director and the Consultant. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall NOT include any reimbursable expenses, which must be separately accounted for and paid based on original receipts and actual costs. Additionally, the Consultant and it's sub-consultants are required to maintain project records that identify the employees that performed the work and hours worked, in the event of an audit.

C. Reimbursable Expenses

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are reasonable and previously authorized by the Director. Reimbursable expenses may include:

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the COUNTY upon work completion. These

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expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).

2. Expenses for travel (except commuting), transportation and subsistence by CONSULTANT's personnel in the furtherance of the work will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order (A.O.) 6-1, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the Director or his/her designee, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the CONSULTANT shall maintain accurate mileage records and submit them with their invoices.

D. Maximum Compensation

The maximum compensation for the services included shall be the **NOT TO EXCEED** amount of **$40,000,000.00** ***(Base: $40,000,000.00 Contingency Allowance: $4,000,000.00)*** so long as the performance of additional services, as outlined in SECTION VI hereof, is not necessary and authorized by the Director. It is understood that any unspent portion of the contract ceiling is to remain with the COUNTY.

E. Compensation for Other Services

The COUNTY shall compensate other services or goods provided by the CONSULTANT and others working in conjunction with the CONSULTANT as stipulated by the following:

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during design of the project and such work is authorized by the Director, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of SECTION V(A) hereof. The surveying rates shall not exceed the negotiated rates under the latest Miami-Dade County Department of

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Transportation and Public Works' Professional Services Agreement for General Land and Engineering Surveying Services.

2. Geotechnical Engineering

In the event supplementary geotechnical engineering work is required during design of the project and such work is authorized by the Director, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of SECTION V(A) hereof. The geotechnical engineering rates shall not exceed the negotiated rates under the latest Miami-Dade County Department of Transportation and Public Works' Professional Services Agreement for Soils, Foundations and Geotechnical Testing Services

F. County Discretion to Negotiate

Notwithstanding and prevailing over any other provision of this section, the COUNTY reserves the right in its sole discretion, through the Seaport Director or his designee, to negotiate fees and rates with CONSULTANT, mutually acceptable to COUNTY and CONSULTANT, that are less than those set forth herein for particular projects, including but not limited to lower multiplier and hourly rates.

SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the ***$40,000,000.00*** maximum compensation limit of the Agreement has been encumbered, the Director shall have the right to authorize performance of additional services provided that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit or ***$4,000,000.00***. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION VII – METHODS OF PAYMENT

The COUNTY agrees to make monthly payments to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to submit invoices within thirty (30) days from the completion of the executed work and to provide with every invoice copies of any records necessary to substantiate payment requests to the COUNTY such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the COUNTY. Invoice received more than ninety (90) days from the completion of the executed work may be subject to $5,000.00 audit fee, which audit fee represents a reasonable estimate (and not a penalty) of the cost of labor expended by the COUNTY staff to review the overdue invoice, and/or may be rejected by the Director. The CONSULTANT shall submit duly certified invoices, either digital or hard copies, to the Director in a form acceptable to the Director. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The number of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

Pursuant to Administrative Order (A.O.) 3-32 Small Business Enterprise (SBE) Program, Administrative Order (A.O.) 3-41 Small Business Enterprise (SBE) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 and establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the CONSULTANT is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise.

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The CONSULTANT shall report via the Business Management Workforce System (BMWS) all sub-consultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each sub-consultant participating on the project and verification of payments received must be confirmed by the subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov.

Payments shall be made to CONSULTANT within thirty (30) days after duly submitted invoices in accordance with the following methods, as identified in the Work Order:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with SECTIONS V(A) and V(C) hereof, respectively. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. Lump Sum Fee

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VIII – SCHEDULE OF WORK

The Director shall have the sole right to determine on which parts or phases of the work the CONSULTANT shall proceed and in what order. The Work Order(s) issued by the Director shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the professional services requested in connection with each part or phase of work.

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SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

In the event the CONSULTANT and COUNTY are unable to resolve their differences concerning any determination made by staff or any dispute or claim arising under or relating to the Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this contract hereby authorize the Director, functioning as the Contracting Officer or his/her designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract and this decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under this Section, both the CONSULTANT and COUNTY are entitled to a hearing before the Contracting Officer, or his/her designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than thirty (30) calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

Pending final decision of a dispute hereunder, the CONSULTANT shall proceed diligently with the performance of the Contract and in accordance with the COR's interpretation.

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SECTION X – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY without restrictions or limitations. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. All drawings shall be AutoCAD format in a version acceptable to the Department, produced by computer in files maintained in an electronic format acceptable by the COUNTY. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the Director. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION XI – REUSE OF DOCUMENTS

The CONSULTANT may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work. The COUNTY shall not re-

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use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the COUNTY's sole risk without legal liability to the CONSULTANT.

SECTION XII – NOTICES

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered, when delivered by certified mail, electronic media, or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when delivered by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

SECTION XIII – ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects or parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with the terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services which have been performed at the time the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

SECTION XIV – AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY, including but not limited to audited

financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the CONSULTANT, the CONSULTANT shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

SECTION XV – SUBCONTRACTING AND ASSIGNMENT

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the Director. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of firms responsible for portions of each specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed, except pursuant to the purchase of all or substantially all of CONSULTANT's assets or to any successor by way of merger, consolidation, or similar transaction, so long as CONSULTANT obtains prior written consent of the Director. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Sub-consultant(s).

In addition, and as applicable, the CONSULTANT agrees to comply with the Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Small Business Enterprise Architectural and Engineering (SBE - AE) program established participation goal of XXX percent **(XXX%)** based on the total amount of compensation authorized under this Agreement.

A. Sub-consultant(s)

The compensation for services rendered by the Sub-consultant(s) shall be in accordance with this Section and SECTION V - COMPENSATION. The Sub-consultant(s) authorized to perform professional services associated with this Agreement are:

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In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Sub-consultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, in SECTION V of this agreement.

All services provided by the Sub-consultant(s) shall be pursuant to appropriate agreements between the CONSULTANT and the Sub-consultant(s) which shall contain provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY.

Sub-consultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. The COUNTY reserves the right at any time to withdraw the approval of a Sub-consultant, if it decides that the services performed by the Sub-consultant, are not acceptable to the COUNTY.

The CONSULTANT shall not change any Sub-consultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution.

SECTION XVI - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director shall have the right to annul this Agreement without liability.

SECTION XVII – TERMINATION OF AGREEMENT

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or by declining to issue Work Orders, as provided in SECTION VIII; in which event the COUNTY's sole obligation to the CONSULTANT shall be payment, in accordance with SECTION V – Compensation, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XVIII – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of **2,555** calendar days effective term after its date of execution and upon issuance of Notice to Proceed to its first Work Order provided that the maximum compensation set forth in SECTION V(D) is not reached by the completion of the effective term (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless the contract is terminated by mutual consent of the parties hereto or as provided in SECTION XIII, SECTION XVI, SECTION XVII, SECTION XIX, SECTION XXIII, and SECTION XXV hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance with SECTION V hereof.

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10 %) of the original Contract Duration. Pursuant to a written request by the CONSULTANT for a time

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extension for reasons exhibited in SECTIONS III and IV, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the Seaport's Contract Division, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed, the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original Contract Duration rounded off to the next whole number (256 days).

SECTION XIX – DEFAULT

In the event the CONSULTANT fails to materially comply with the provisions of this Agreement, the Director may declare the CONSULTANT in default by thirty (30) days prior written notification, unless CONSULTANT commences correction of such material non-compliance within five (5) days of such written notification and diligently completes the correction within thirty (30) days thereafter, unless an extension of such thirty (30) day period is granted by the COUNTY. In such event, the CONSULTANT shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce the provisions of the Agreement, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

SECTION XX – INDEMNIFICATION AND INSURANCE

CONSULTANT, in accordance with Section 725.08, Florida Statutes, shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs,

including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent reckless, or intentionally wrongful actions, errors or omissions of the consultant in which the COUNTY participated either through review or concurrence of the CONSULTANT's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Sub-consultants, the registered professionals (architects and/or Consultants) under this Agreement.

IN ACCORDANCE WITH SECTION 558 ET SEQ OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT.

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The CONSULTANT shall not commence any work pursuant to this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division.

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

The CONSULTANT shall furnish to the Miami-Dade County, c/o Miami-Dade Seaport Department, 1080 Caribbean Way, 5th Floor, Miami, FL 33132, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $2,000,000 per claim.

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All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement.

SECTION XXI – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred ninety-five thousand dollars ($195,000; 287.017 -category four), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount:

In accordance with Florida Statute 287.055 5(a), the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in SECTION V, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall

determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXII – APPLICABLE LAWS

The CONSULTANT agrees to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.

B. The CONSULTANT shall comply with the requirements of MDC Code Sections 2-10.4.01 and 10-38, and Implementing Order No. 3-32; SMALL BUSINESS ENTERPRISE (SBE-A/E) PROGRAM FOR THE PURCHASE OF ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR SURVEYING AND MAPPING SERVICES.

C. The CONSULTANT shall comply with the requirements of MDC Code Section 2-1076 – Office of the Miami-Dade County Inspector General (IG).

D. The CONSULTANT shall comply with the procedures contained in the FALSE CLAIMS Ordinance MDC Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.

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E. The CONSULTANT shall comply with the financial disclosure requirements of Section 2-11.1(i) of the Code of Miami-Dade County, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:

(1) A source of income statement;

(2) A current certified financial statement;

(3) A copy of the CONSULTANT'S Current Federal Income Tax Return.

F. E-VERIFY - The attention of the CONSULTANT is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The CONSULTANT hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the CONSULTANT to perform work pursuant to the Contract with the COUNTY.

G. SCRUTINIZED COMPANIES - By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The COUNTY shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

H. SUSTAINABILITY BUILDING PROGRAM (Ordinance 07-65 and 9-75) (IF APPLICABLE) - The primary mechanism for determining compliance with the

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Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System and the Institute for Sustainable Infrastructure's Envision Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and 9-75. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council or the Institute for Sustainable Infrastructure, or as otherwise directed by the County's Sustainability Manager.

1. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System or the Envision Rating System, contingent on the particular category of construction.
2. Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
3. Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).
4. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of approved green building practices as are feasible from a practical and fiscal perspective; however, LEED and Envision certification will not be required.

I. ENERGY EFFICIENT BUILDING TAX CREDIT (IF APPLICABLE) – The Energy Policy Act (EP Act) of 2005 (Section 1331) as established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005. This incentive was recently

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extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three (3) tax years, so projects that come on line in 2007 or afterwards are eligible.

The CONSULTANT is designated as the Designer/Construction Manager ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

1. The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").
2. If COUNTY and the Internal Revenue Service (IRS) determine that the CONSULTANT is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the CONSULTANT shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the CONSULTANT herby agrees to discount its contract price or provide a cash rebate to COUNTY (the determination of rebate versus discount to be determined by COUNTY in its sole discretion) in an amount equal to the total financial benefit realized by the CONSULTANT; at the time the financial benefit to the CONSULTANT becomes ascertainable.
3. The COUNTY reserves the right to retain a third party consultant to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the a third party consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.
4. The COUNTY agrees to cooperate in all reasonable respects with the a third party consultant's efforts to obtain and monetize any such benefits derived from the

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Project on behalf of the COUNTY.

J. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY - The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 347-4827;

SEAPORT: LUIS.GONZALEZ4@MIAMIDADE.GOV; 1080 CARIBBEAN WAY, 5th FLOOR, MIAMI, FLORIDA 33132.

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the CONSULTANT under this contract will be assessed one quarter (1/4) of one percent (1%) of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The CONSULTANT shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders/amendments and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate COUNTY affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the COUNSULTANT, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials in order to ensure compliance with contract specifications and to detect fraud and corruption.

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Upon ten (10) days written notice, the CONSULTANT shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the CONSULTANT's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The CONSULTANT shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the CONSULTANT shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The CONSULTANT shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the CONSULTANT, its officers, agents, employees, subcontractors/subconsultants and suppliers. The CONSULTANT shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the CONSULTANT in connection with the performance of this contract.

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Nothing in this section shall impair any independent right to the COUNTY to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the COUNTY by the COUNSULTANT or third parties.

Exception: The above application of one quarter (1/4) of one percent (1%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent (1%) in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The attention of the CONSULTANT is hereby directed to the requirements of AO 3-20 and R-516-96; the COUNTY shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the CONSULTANT and COUNTY in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring

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and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to project design, establishment of bid specifications, bid submittals, activities of CONSULTANT, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) days written notice to the CONSULTANT from an IPSIG, the CONSULTANT shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the CONSULTANT's possession, custody or control which, in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors/subconsultants and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document; all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this Section shall apply to the CONSULTANT, its officers, agents and employees. The CONSULTANT shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the CONSULTANT in connection with the performance of this agreement. Nothing in this contract shall impair any independent right of the COUNTY to conduct audit or investigative activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the COUNTY by the CONSULTANT or third parties.

SECTION XXIV – AFFIRMATIVE ACTION

The CONSULTANT's Affirmative Action Plan submitted pursuant to Miami-Dade County Code Section 2-8.1.5, as approved by the Department of Small Business Development, and any approved

update thereof, are hereby incorporated as contractual obligations of the CONSULTANT to Miami-Dade County hereunder. The CONSULTANT shall undertake and perform the affirmative actions specified herein. The Director may declare the CONSULTANT in default of this Agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The CONSULTANT's attention is directed to Miami-Dade County Section 2-8.1.4, providing for expedited payments to small businesses by county agencies and the Public Health Trust; creating dispute resolution procedures for payment of county and Public Health Trust obligations; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. Failure of the prime contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the COUNTY.

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate the Agreement or require the termination or cancellation of the sub-consultant contract. In addition, a violation by a respondent or sub-consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

SECTION XXVII – BUSINESS APPLICATION AND FORMS

The CONSULTANT shall be a registered vendor with the COUNTY for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration

Package on the COUNTY's Vendor Registration Site for any changes for the duration of this Agreement, including any option years.

The Proposer is responsible for obtaining the Vendor Registration Package, including all affidavits on the COUNTY's Vendor Registration website at www.miamidade.gov.

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

SECTION XXVIII – ERRORS AND OMISSIONS

The COUNTY shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the COUNTY may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that were prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes identified by the COUNTY as an error in the bid documents that were prepared by the CONSULTANT may constitute

an additional cost to the COUNTY that would not have been incurred without the error. The CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT'S negligence.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes identified by the COUNTY as an omission in the bid documents that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT'S negligence.

The CONSULTANT shall participate in all negotiations with the contractor related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the contractor shall constitute a waiver of CONSULTANT's rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT'S insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall CONSULTANT be responsible for the cost of construction changes to the extent that such changes

are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to SECTION XX of this Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur."

SECTION XXIX – ENTIRETY OF AGREEMENT

This writing and its attachments embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modifications of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

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IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____, 2026.

ATTEST:

Juan Fernandez-Barquin
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____

By: _____
County Mayor

ATTEST _____

By: _____
Corporate Secretary

By: _____
President or Designee

(Corporate Seal)

Approved as to form
and legal sufficiency: _____
Assistant County Attorney

Approved by Miami-Dade County Risk Management

_____
(Risk Management)

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Consultant Survey – Architecture, Engineering, and Design-Build Services

SPD Project No.	E26SP02
Title:	Program Management Consultant (PMC) Services
Procurement Contracting Officer:	Julie Whiteside

Please complete the form, and email to the attention of the Procurement Contracting Officer assigned to this project at: julie.whiteside@miamidade.gov.

1. Are there any factors deterring your firm from pursuing the subject project? (Please check off applicable boxes or write a comment).
   - ☐ Downloaded Future Solicitation document for information purposes only
   - ☐ Our firm is not certified in the required technical category(ies)
   - ☐ We are encountering difficulties in joining/creating a Team
   - ☐ Our firm does not have the preferred/required experience
   - ☐ Our firm is unable to meet the SBE/DBE goals
   - ☐ We made the decision to not participate due to the preclusion language or potential Organizational Conflict of Interest
   - ☐ We made a business decision to not pursue the subject project
   - ☐ Other (you may enter your comments below)

2. You may also submit below any comments on the attached draft solicitation package:

Comments: