

**Public Private Partnership Opportunity**  
**Request for Qualifications (RFQ) No. 00820**



**Design, Build, Finance, Operate, and Maintain**  
**Civil and Probate Courthouse**



**COUNTY CONTACT FOR THIS RFQ:**

Rita Silva, CPPO  
Interim Division Director, Procurement Management  
Internal Services Department  
Telephone: (305) 375-1081  
E-mail: [rita.silva@miamidade.gov](mailto:rita.silva@miamidade.gov)

Visit <http://www.bidsync.com> for this RFQ and other available competitive Miami-Dade County contracting opportunities.

Please note that this redline version is provided as a courtesy. The County has made every attempt to ensure that this redline version captures all corrections and changes as of April 20, 2018. To the extent that the redline version conflicts in any way with the corrections and changes published via addenda, all interested parties are advised to rely on the original RFQ as changed via the published addenda.

## Design, Build, Finance, Operate, and Maintain Civil and Probate Courthouse

~~This document is a draft of a planned solicitation and is subject to change without notice.~~

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## **Section 1. Introduction and Purpose**

### **1.1 Overview of the Opportunity**

Miami-Dade County, a political subdivision of the State of Florida (the “County”), as represented by the County’s Internal Services Department, hereby solicits Statements of Qualifications (“SOQs”) from Respondents for the design, construction, finance, operation, and maintenance of a new Civil and Probate Courthouse (the “Project”) for the use primarily of the Eleventh Judicial Circuit in and for Miami-Dade County Florida (the “Courthouse”). The County anticipates this Project to be structured as a public-private partnership availability payment concession pursuant to a public-private partnership agreement (“Project Agreement”) with the selected private sector participant (the “Developer”) which will be the entity primarily responsible for the procurement and delivery of the Project. The anticipated term of the contract is 33 years following the date of Financial Close, which accounts for a 36-month construction period and 30 years of operation.

The Project consists of a new integrated courthouse facility in downtown Miami to replace the existing 89-year old Miami-Dade County Courthouse building to provide judicial services to the citizens of the County and general public in a safe, secure and functional environment. The Project need and opportunity is further described below:

- The current Miami-Dade County Courthouse, despite the County’s refurbishment and retrofitting efforts, remains functionally obsolete and does not reflect the optimal security needs desired to accommodate the County’s ongoing judicial demand;
- Private sector innovation in the design and management may help the Project be completed quicker and more efficiently; and
- Private sector innovation in the operation and management of the Project may provide ongoing cost and budget certainty for the County.

Throughout this document, the term “Respondent” refers to any member of the Project Team acting on behalf of the Project Team that submits qualification information in response to this Request for Qualifications (the “RFQ”). The definition of terms capitalized in this RFQ will appear adjacent to the use of such term and/or in the attached Exhibit 1.

Notwithstanding anything to the contrary in this RFQ, the County reserves the right to revise the scope of this procurement. Without limiting the forgoing, the County has received an unsolicited proposal to construct a courthouse at an alternative site. The County will treat such unsolicited proposal in accordance with the requirements set forth in Section 2-8.2.6 of the County Code, in its sole discretion.

### **1.2 Project Background**

When Miami-Dade County’s existing courthouse was planned in 1925, the County’s population was just 111,332 persons according to the U.S. Census, compared to approximately 2.7 million today. There are approximately 142,843 case filings per year in the Circuit Civil, Circuit Probate and County Civil courts combined, noting that during the foreclosure crisis filings reached nearly 213,000 per year in the local system.

Miami-Dade County engaged the architectural firm of Perez & Perez Architects Planners, Inc. with court planning agency Dan L. Wiley and Associates to prepare the *Civil and Probate Courts Master Plan* (“Master Plan”), to address current and projected needs of its expansive civil and probate courts. The study considered the existing conditions and physical limitations at the

current courthouse, and determined the construction of a new Courthouse facility would allow for operational efficiencies and consolidation of fragmented courts, and also meet the demand for future growth which could not otherwise be attained. In preparing the study, the consultants focused on civil and probate court uses, specifically excluding the standards and needs for criminal, juvenile, and domestic cases.

Goals in the referenced Master Plan are based upon anticipated space requirements for a 20-year window, benchmarked to national standards for courthouse design. Inherent and of significance to the goals is flexibility of design to allow the building to adapt to projected increases in courtroom demand and advances in technology.

The current Master Plan in its entirety can be found at the *Public-Private Partnership Opportunities* website: <http://www.miamidade.gov/procurement/partnership-opportunities.asp>.

The planning assumptions in the Master Plan are subject to change.

### **1.3 Project Description**

Through this RFQ, the County is seeking qualified Developers to work collaboratively with the County to create and implement new and creative designs that meet or exceed the County's functional and performance specifications and ultimately, enter into a Public-Private Partnership for the Project. The County is issuing this RFQ to solicit, evaluate and short list Respondents.

The County expects the Courthouse to comply with the following design criteria, all as may be refined and modified in the Design Criteria Package:

- a) Approximately 600,000 gross square feet of building area, with 46 finished courtrooms at completion, chambers and all support services;
- b) Ability to accommodate expansion to a total of 50 courtrooms by the year 2035 through the repurposing of either restricted space, public space, or interim use space, the latter which may initially be designed as shell space, finished space for interim use by other County departments, or judicial storage;
- c) Civil jury suites at 1 to 2 courtrooms per civil jury suite; probate jury suites at 1 to 4 courtrooms;
- d) Of the approximately 600,000 gross square feet of building area, including approximately 90 secured parking spaces, approximately 75,000 square feet of office and administrative space for the Clerk of the Courts to perform its functions;
- e) Separate public and judicial/staff circulation;
- f) Area for food services capable of serving courthouse employees and visitors, with revenue generated going towards paying down the availability payment;
- g) Shared covered walkway with the Children's Courthouse leading to separate building entry points, with the corresponding security and weapon screening at the new courthouse (with the County being responsible for providing the security personnel in the new Courthouse once open);
- h) Sustainable construction and operation features including the use of durable materials; and

- i) Integration of modern technology including systems for recordkeeping, system queuing, audio/video conferencing, courtroom desktop/laptop utilization, courtroom audio/video recording, and evidence presentation.

The County is particularly interested in Project Teams with demonstrated experience in the design of courthouses, High-rise Structures or other vertical structures of comparable scope and complexity.

#### **1.4 Project Goals**

The County's goals and objectives for the Project are as follows (note that these are not listed in order of importance):

- Develop a facility that is secure;
- Deliver the Project in a way that minimizes disruption of operations and user/public experience for visitors and staff of existing Children's Courthouse;
- Maximize synergies and operational efficiencies through integration of courthouse facilities with respect to shared common areas and existing entryways with the Children's Courthouse;
- Enhance Project innovation, quality and efficient delivery with private sector involvement;
- Minimize Project interface risk between the County and third parties;
- Minimize need for public finance;
- Deliver the Courthouse within 36 months from Financial Close in order to meet future demand;
- Enhance the user/public experience and convenience of use for all visitors and staff in the Courthouse;
- Achieve optimal value for the capital and maintenance costs over the term of the Project Agreement; and
- Proactively address and undertake the whole-life management of the Project to ensure the Courthouse is handed back to the County in a suitable condition, as specified under the Project Agreement at the end of the term.

The County encourages participation in this RFQ by a broad group of interested firms, including firms proposing to access financing for the Project. The County's evaluation will review the qualifications, capabilities, and experience of the Developer and the Project Team for a determination of ability to deliver the Project in the manner which best serves the interests of the County.

#### **1.5 Project Site**

The site for the Project (the "Site") is the County-owned excess land to the east of the recently completed Miami-Dade County Children's Courthouse at 155 NW 3 Street, City of Miami (the "Children's Courthouse"). The Site is in downtown Miami, offering easy access to other court facilities, the Stephen P. Clark Center, seat of County government, the mass transit facilities of Metrorail and Metromover, and numerous bus lines. It is anticipated that the Site will be conveyed to the Developer for the term of the Project Agreement through a ground lease.

The Site is an estimated 42,000 square feet of land available for development at the eastern perimeter of the Children's Courthouse, currently improved with surface parking. The Developer is responsible for obtaining an appropriate construction staging area. The footprint could potentially allow for 1.26 million square feet under the City of Miami T6-36 zoning. The Project should seek to incorporate secure parking for the Children's Courthouse judicial officers, which is currently provided on the surface of the site.



Figure 1 Aerial photograph depicting Project Site.

The County intends the Project to be designed and constructed integrating the Project with the Children's Courthouse. The Children's Courthouse is a 16 story building completed in 2014, with a total area of 371,500 square feet.

The Developer will have the right to enter, access, and occupy the Site to enable it to fulfill its obligations under the Project Agreement, and will, following the date of issuance of the Notice to Proceed, have the obligation to secure and insure the Site. All Developer activities in the Site must be conducted with sensitivity to the continued operations of the Children's Courthouse throughout the period of construction.

A site visit will be conducted as part of the RFQ process (see RFQ, Part A, Section 4.4). Proposed Respondents and Project Teams are invited to attend at their own cost. In addition, please refer to RFQ, Part A, Section 2.3 for additional information on Site due diligence and materials.

#### Flagler Site

After issuance of this RFQ, pursuant to the Board of County Commissioners' direction in Resolution No. R-189-18, the County added the "Flagler Site" as a potential location for the construction of the Courthouse. Accordingly, the Flagler Site as specified in Attachment 1 to Addendum No. 3 is incorporated below. All references to the Site shall include the Flagler Site.

All responses to the RFQ will be considered a response to both sites. Any Respondent expressly conditioning its submission as only responding to one of the two sites in this RFQ will be deemed non-responsive and will not be considered.

The final site shall be selected by the Board of County Commissioners prior to issuance of the Request for Proposals.

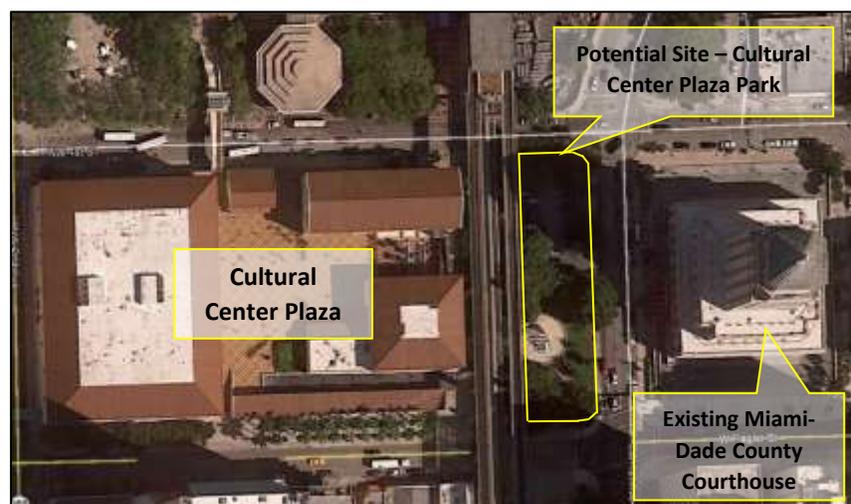
**Pursuant to Attachment 1 to Addendum No. 3, the following was inserted into this section:**

A potential site for the Project has been identified as approximately 21,000 square feet of land at the eastern perimeter of the Miami-Dade County Cultural Plaza, 20 NW 1 Avenue, City of Miami (the “Flagler Site”). The land is bounded by the Metrorail on its west, NW 1 Avenue on its east, NW 1 Street on its north, and Flagler Street on its south.

This land currently serves multiple uses including designated green space as part of the Downtown Government Center Master Plan, home to the “Rhythm of the Train” sculpture by artist Joan Lehman, commissioned through the Miami-Dade County Cultural Affairs “Art in Public Places” program, a service access drive that runs east-west from NW 1 Avenue below the Metrorail and into the existing basement parking and loading area of the Cultural Plaza, and twelve (12) disabled parking spaces required for the Cultural Plaza. A development on the Flagler Site should seek to maintain these uses, if not possible on-site, then in immediate proximity for the disabled parking, also accounting for the costs of removal and relocation of the parking and sculpture.

At the County level, it is anticipated development of the site will require master planning with current stakeholders including the Department of Cultural Affairs, History Miami, and the Miami-Dade County Library in order to maintain accessibility to the Cultural Center Plaza.

While subject to confirmation, it is anticipated the development of the Flagler Site may initially be subject to regulatory controls by at least three governmental agencies including not only Miami-Dade County, but the Federal Transit Administration (FTA) as well as the City of Miami. The FTA may require remuneration for any portion of the land included which was purchased as part of the MetroRail right-of-way with federal funds, per FTA grant management requirements. Intragovernmental coordination is necessarily anticipated with the City of Miami given their current zoning authority on portions of the Flagler Site.



*Figure 2 Aerial photograph depicting Flagler Site.*

## 1.6 Key Stakeholders

This Project will be accomplished through the commitment and coordination of several key stakeholders.

- Miami-Dade County is responsible for providing and operating a courthouse.
- The State of Florida, Eleventh Judicial Circuit will be the primary user of the Courthouse.
- The Miami-Dade County Clerk of the Courts and Administrative Office of the Courts will occupy offices and serve the public in the Courthouse.

Respondents and all firms or members of the Project Team (“Team Members”) shall refrain from communications with key stakeholders. All proposed communications and questions to key stakeholders shall be submitted in writing to the County’s contact person for this RFQ (“Procurement Manager”) (see RFQ, Part A, Section 4.6).

### ***Section 2. The Project***

The following provides general information about the County’s current expectations with respect to the Project. It is the expectation of the County that the cooperation and constructive engagement of Short Listed Respondents will assist the County in the design of a Project that best serves the interests of the County over the contract term, and therefore some of the Project details contained in this RFQ may change as a result of such engagement.

## 2.1 Developer Responsibilities

The County intends to enter into a Project Agreement with the Developer for the design, construction, finance, operation and maintenance of the Courthouse on the Site. A draft of the Project Agreement will be issued to the Short Listed Respondents along with the Request for Proposals (“RFP”) and Short Listed Respondents will be entitled to offer suggestions to the County to address concerns. The Project Agreement will include Technical Provisions including a Design Criteria Package and Building Performance Specifications covering performance criteria and specifications for the design, construction, maintenance and operation of the Courthouse, including requirements for staffing, space, functional, area requirements and the scope of services to be performed by the Developer including required levels of maintenance and proposed commercial terms.

A draft Project Agreement will also be attached to the final RFP, and will be incorporated into the process for formulating proposals in response to the final RFP.

The County expects that the responsibilities of the Developer under the Project Agreement will include the following:

- (a) Design: The Developer will, adhering to the programmatic requirements contained in the Design Criteria Package, design all aspects of the new Courthouse. The new Courthouse must comply with the Technical Provisions, including any commissioning standards, as well as the Florida Building Code and any and all applicable laws and regulations.
- (b) Permits: The Developer will obtain all permits necessary for the construction and operation of the new Courthouse under applicable law, including all necessary building and development permits.
- (c) Finance: The Developer will provide all financing necessary for the Project, including any required Equity, outside of the County’s Contribution (see RFQ, Part A, Section 3.3).

- (d) Construction: The Developer will be responsible for construction and commissioning of the Courthouse per the programmatic requirements contained in the Technical Provisions.
- (e) Lifecycle Maintenance: The Developer will be responsible during the Term of the Project Agreement for lifecycle maintenance, repairs and capital replacement necessary to sustain the Courthouse to the level of operation described in the Technical Provisions. At the conclusion of the contract term, the Courthouse shall be turned over to the County in the condition specified by the Handback Requirements that will be part of the contract.
- (f) Facility Management Services: The Developer will be responsible for all interior and exterior custodial and site maintenance and other necessary operational services for the Courthouse as defined in the Technical Provisions during the Term of the Project Agreement. The Developer will be responsible for the relocation of occupants from the existing Miami-Dade County Courthouse and other Clerk of the Courts office buildings in the downtown Miami area. The County may elect to retain control of certain day to day operational functions (e.g., janitorial) during the term of the Project Agreement to the extent that there are synergies to be leveraged with the Children's Courthouse. Further details regarding Developer operational responsibilities will be provided in the draft RFP.
- (g) Utilities Management: The Developer will be responsible for all aspects of utilities for the Project during the term of the Project Agreement. Further details regarding energy performance will be provided in the Technical Provisions. The availability payment encompasses the utility payment, except for utility rate increases.
- (h) Furniture Fixtures & Equipment: The Developer will be responsible for the initial provision and fit-out of appropriate furniture fixtures and equipment for the Courthouse facility. The County will retain responsibility for refresh during the term of the Project Agreement. Furniture fixtures and equipment as used in this paragraph does not include information technology which is provided for below.
- (i) Information Technology: The Developer will be responsible for the initial provision and fit-out of appropriate, modern information technology equipment for the Courthouse facility, which may include among others systems for record keeping, system queuing, audio/video conferencing, courtroom desktop/laptop utilization, courtroom audio/video recording, and evidence presentation. The County will retain responsibility for refresh during term of the Project Agreement.
- (j) Food Service and Concessions: The Developer will be responsible for the provision of an area for food services and concessions capable of serving Courthouse employees and visitors, as will be outlined by the Design Criteria Package. The Developer will be responsible for operations and maintenance of this functionality during the term of the Project Agreement.
- (k) Secured Parking: The Developer will be responsible for the provision of secured parking facilities sufficient to serve personnel of the Courthouse and Children's Courthouse as outlined by the Design Criteria Package. It is expected that the County will establish fees, collect fees and assign the secured parking spaces throughout the term of the Project Agreement. The Developer will not be responsible for construction or operation of any parking facility for the general public.

By exception, the County will provide all security personnel for the Courthouse during the building operation term.

The County anticipates that the construction of the Courthouse will be performed by licensed contractors with demonstrated successful experience in the construction of courthouses, High-rise Structures or other vertical structures of comparable scope and complexity. In addition, the County anticipates that the Developer and the Project Team will employ a Project Manager and Superintendent with demonstrated successful experience in the construction of courthouses, High-rise Structures or other vertical structures of comparable scope and complexity.

The Developer will be required to take all construction risk on the Project, subject to limited circumstances as determined during the RFP drafting and/or negotiation of the contract.

The County anticipates construction of the Project to reach Substantial Completion within 36 months of Financial Close.

## **2.2 Project Scope**

### **2.2.1 Design and Construction Standards**

Contemporary courthouse planning and design relies heavily on space standards and design guidelines. Besides the symbolic and monumental aspects of the facility, its image and placement in the community, the complexity of operational patterns, the range and diversity of users, the need for attention to security, the accommodations of emerging technologies, accessibility to justice information and forums, and many other factors must be carefully integrated and combined in a functionally responsive and financially prudent way. The space standards and design guidelines described in the Master Plan document follow those published by the National Center for State Courts established for Judicial sets, and Miami-Dade County office space standards to assign work stations and offices in administrative and service areas. Construction standards must follow all applicable codes and standards for any new construction project in Miami-Dade County including but not limited to zoning (Miami 21 Zoning Code), building (Florida Building Code), life safety (National Fire Protection Association), and accessibility (Americans Disability Act).

Further information regarding design and construction standards will be provided by the County within a Design Criteria Package included as part of the draft RFP.

The County may choose to include within the RFP the ability for Short Listed Respondents to propose, for the County's consideration, alternative technical concepts ("ATC's") that would allow exceptions and deviations from certain standards and requirements. Any ATC process, including any constraints or parameters on potential submissions, will be set forth in the RFP.

### **2.2.2 Project Operations and Maintenance**

The Developer shall operate and maintain the Project, throughout the term of the Project Agreement, in accordance with the Technical Provisions included as part of the draft RFP.

It should be noted that the Project Agreement will set forth provisions related to the performance-based nature of the availability payment structure that will permit the County to impose deductions from the availability payments to be paid to the Developer in the event of poor performance or if the Developer fails to make the functional areas available for use as required within the Project Agreement, or the performance of any of the Developer's obligations to operate and maintain the Project fail to meet the specified performance levels at any time during the term of the Project. It

is expected that deductions will be subject to and made in accordance to pre-determined formulas agreed to and outlined in the Project Agreement (see RFQ, Part A, Section 3.2).

### **2.2.3 Project Lifecycle Costs**

The Developer shall maintain the Project and assume all Project lifecycle costs throughout the term of the Project, in accordance with the Technical Provisions.

### **2.2.4 Warranties**

During the RFP phase of this procurement process, the County will release to Short Listed Respondents the Technical Provisions that will lay out the specific level of service requirements for which the Developer will be responsible. The Technical Provisions documents will include, but are not limited to, facilities maintenance and repair standards (including capital or lifecycle maintenance), infrastructure operations/facilities management standards, janitorial and parking service standards, solid waste management (including recycling and removal) and pest control service standards. The County will require compliance with the Handback Requirements at the end of the contract term.

## **2.3 Federal / Local Approvals**

In connection with the recent construction of the Children's Courthouse, the County conducted environmental assessments. Copies of the assessments can be found on the *Public-Private Partnership Opportunities* website: <http://www.miamidade.gov/procurement/partnership-opportunities.asp>.

The County will provide Short Listed Respondents with any existing Site information that may include but may not be limited to: initial geotechnical investigations, environmental assessments, property survey information, underground utilities survey, a legal description of the property and any previously published planning documents and due diligence information related to the selected Site. However, the Developer will be responsible for obtaining all permits and approvals necessary for the Project.

- Geotechnical: If performed, the Developer shall provide new geotechnical testing, and soil borings to determine load bearing capacity of the Site, interpret the testing data and provide a geotechnical report to the County.
- Hazardous Material: If performed, the Developer shall provide an environmental assessment and report of the Site, and will disclose any potential hazardous material impact to the County.
- Utilities: The Developer will coordinate all utility interfaces with the County including, but not limited to, central chilled water piping, electrical infrastructure, underground sanitary and storm water connections, and fire mains.
- Impact to Third Parties: The Developer will coordinate with Florida East Coast Railway, Brightline Rail, City of Miami, Miami-Dade Internal Services Department regarding the Stephen P. Clark Center and Children's Courthouse, and Miami-Dade Department of Transportation and Public Works regarding the Metromover and Metrorail (see the Transit Adjacent Construction Manual at the *Public-Private Partnership Opportunities* website: <http://www.miamidade.gov/procurement/partnership-opportunities.asp>) to ensure mitigation of potential impacts by the Project, including the construction staging area, and any others that may be relevant during the term of the Project Agreement.

- Agreements with Utility Companies: The Developer will seek construction phase and final operating agreements with utility companies including but not limited to Miami-Dade Water and Sewer Department, Florida Power and Light, and any other required utility companies.
- Permitting: The Developer will obtain planning, building and zoning permits from the City of Miami including but not limited to, DRI Assessment, Large Scale Development, Urban Review, and Miami 21 Zoning Code.

### **Section 3. Commercial Structure**

#### **3.1 Project Agreement**

The County intends to enter into a Project Agreement with the Developer in exchange for periodic availability payments by the County. The anticipated Project Agreement will, among other things, obligate the Developer to design, build, finance, operate and maintain the Courthouse, and grant Developer the right to receive availability payments.

#### **3.2 Availability Payment Structure and Source of Funding**

The availability payment concession structure for the Project Agreement is intended to include the following features:

- Periodic availability payments to be paid according to an agreed upon schedule with the Developer as set forth in the Project Agreement commencing on the date the facility is available to occupy and for the remaining years of the Project Agreement, but no longer than 30 years. In the Project Agreement, the County will covenant to budget and appropriate availability payments from non ad-valorem sources.
- The Project Agreement will permit the County to make deductions from the availability payments in the event of poor performance or if the Developer fails to make the functional areas available for use as required therein, or the performance of any of the Developer's obligations to operate and maintain the Project fail to meet the specified performance levels at any time during the term of the Project. It is expected that deductions will be subject to and made in accordance with pre-determined formulas agreed to and outlined in the Project Agreement.
- The County anticipates making a one-time lump sum contribution to the Project (the "County's Contribution"), upon Substantial Completion, or other such milestone related to construction of the Courthouse as agreed, in the amount of the remaining allocation of General Bond Obligations moneys reserved for this Project, after deduction of all approved project related engineering and other consulting costs. The County's Contribution is estimated to be in the maximum amount of \$50 million.

#### **3.3 Developer Financial Responsibilities**

The County expects the Developer to provide any and all financing required to meet its obligations under the Project Agreement. The financing may be provided through private debt or equity, for the anticipated costs of the Project including reasonable reserves to address construction, design and operation lifecycle replacement and contingencies. The Developer shall not be authorized to mortgage, pledge, or assign the Project or any of Developer's interests under the Project to obtain financing without the County's express written approval. Developer may not use the full faith and credit of the County to secure financing.

The Developer must have the capacity to finance the Project from design and construction through the full operating period to the end of the term of the Project. The Developer must ensure the availability of moneys that will meet Project funding demands for each phase.

## **Section 4. Description of Procurement Process**

### **4.1 Statutory Authority**

This RFQ is governed by the County's public private partnership legislation, which is Section 2-8.2.6 of the Code of Miami-Dade County, as implemented in the procurement documents to be issued under this solicitation, as of the effective date of the legislation.

### **4.2 Procurement Process**

The County intends to use a two-step procurement process to select a preferred Developer for the Project. This RFQ is the first step of this process and is intended to result in a short list of two to three Respondents (the "Short Listed Respondents") that the County determines to be the most highly qualified to successfully deliver the Project (see RFQ, Part A, Section 6.4).

The Short Listed Respondents will, in the County's discretion, be issued a draft RFP, containing more details on the Project and information regarding the methodology for selection of a single Developer to deliver the required services. Short Listed Respondents will have the opportunity to review and comment on the draft RFP which will also include a draft Project Agreement and Technical Provisions. The County intends to schedule one-on-one meetings with Short Listed Respondents to discuss issues and comments identified by the Short Listed Respondents. Specific details concerning the RFP review process will be made available to the Short Listed Respondents following the announcement of the Short Listed Respondents.

After consideration of input provided by Short Listed Respondents during the review period, the County intends to issue a final RFP to the Short Listed Respondents.

Following receipt and evaluation of proposals, the County may select a preferred Proposer for negotiations based on the evaluation criteria set forth in the RFP to enter into a Project Agreement or Interim Agreement. The County offers no assurance that a Project Agreement or Interim Agreement will be offered to any Short Listed Respondent, or entered into by the County. Neither the Respondent, nor any of the Team Members shall have any rights against the County as a result of participating in this procurement process. If negotiations are not successful with the preferred Proposer, the County may select an alternate Proposer. Alternatively, the County may terminate the procurement.

The County's P3 Ordinance does not provide for a stipend. Nevertheless, the County may elect, in its sole discretion, to offer to pay a stipend for work product to each unsuccessful Short Listed Respondent that submits a responsive and timely proposal in exchange for the ownership of the proposal's work product and the ideas within. Additional details regarding such potential stipend, and any specific provisions regarding payment, if offered, will be outlined in the RFP.

### **4.3 Procurement Process Schedule**

Below is the anticipated schedule for the procurement process which is subject to change:

<b>Activity</b>	<b>Date</b>
RFQ Issued via BidSync website	January 31, 2018
Register for Pre-Submittal Conference/Site Visit via email to Procurement Manager Due Date	February 6, 2018
Pre-Submittal Conference/Site Visit (see RFQ, Part A, Section 4.4)	February 13, 2018 at 10:00 AM (local time)

Activity	Date
Deadline for Receipt of Questions (see RFQ, Part A, Section 4.5)	<del>February 23</del> <u>April 17</u> , 2018 at 6:00 PM (local time)
SOQ Due Date and Time (see RFQ, Part A, Section 5)	<del>April</del> <u>May 2</u> , 2018 at 6:00 PM (local time)
Evaluation Process	April-June 2018
Recommendation of Short Listed Respondents	June 2018

*This schedule is subject to modification at the sole discretion of the County. Relevant changes in the schedule for the RFQ phase will be announced via addendum to this RFQ.*

<b>The following activities are anticipated to take place following notification of Short List Respondents:</b>
Draft RFP Review Period
Approval of Final RFP
Final RFP Issued
RFP Evaluation Process
Selection of Developer
Commercial Close (execution of Project Agreement)
Financial Close

#### **4.4 Pre-Submittal Conference / Site Visit**

The County intends to host a Pre-Submittal Conference and site visit as part of this RFQ process. The Pre-Submittal Conference is intended for County staff to introduce the Project to interested parties and to explain the procurement process. A site visit will be conducted immediately following the conference. Attendance is recommended but not mandatory.

The event will be held on the date specified above at the following address:

**Children's Courthouse  
155 NW 3 Street  
5th Floor, Conf. Rms. A & B  
Miami, Florida**

Attendees are requested to register and provide the number of representatives per organization planning on attending to the County Procurement Manager via email, as discussed in RFQ, Part A, Section 4.6, by the date indicated in RFQ, Part A, Section 4.3.

If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email [hjwrig@miamidade.gov](mailto:hjwrig@miamidade.gov) at least five days in advance.

#### **4.5 Questions and Requests for Clarification; Addenda**

Information regarding this RFQ, including addenda to the RFQ and questions and answers, will be posted via BidSync at [www.bidsync.com](http://www.bidsync.com). Respondents should monitor BidSync for information concerning this procurement and will be required to acknowledge in their transmittal letter (Form A) that they had access to all relevant materials posted thereon. Respondents should rely on the

RFQ and any addenda issued.

All questions regarding the Project must be emailed to the County Procurement Manager using Form I – Clarification Request Form with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov). The County will endeavor to answer relevant questions asked. Such responses to questions will be provided through BidSync. Respondents are responsible for receipt of addenda and to ensure all addenda have been received through BidSync.

The employees and representatives of the Respondent may not contact any County staff (including members of the selection team) other than the County Procurement Manager, or their designee, to obtain information on the Project. Such contact with County staff other than the Procurement Manager may result in the Respondent's disqualification.

The County reserves the right to request and evaluate additional information from any Respondent for clarification after the submission deadline as the County deems necessary. The County may also obtain information about a Respondent or Team Member from any source to obtain a better understanding of the Respondent, including contacting entities that the Respondent or Team Member has done business with.

#### **4.6 Point of Contact / Procurement Manager**

For purposes of this Project the designated point of contact and Procurement Manager shall be:

Rita Silva, Interim Division Director, Procurement Management  
Chief, Policy and Legislation  
Miami-Dade County Internal Services Department  
111 NW 1st Street, Suite 1300, Miami, FL 33128  
[rita.silva@miamidade.gov](mailto:rita.silva@miamidade.gov)

#### **4.7 RFP Terms and Conditions**

The following terms and conditions summarized below are of special note and are a subset of potential terms and conditions contemplated to be included in the RFP. The section below is not intended to be a comprehensive representation of the RFP terms and conditions, and those highlighted within this Section 4.7 are subject to change or removal.

a) Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses.

b) Selection Factor

A selection factor or subcontractor goal for Miami-Dade County Certified Small Business Enterprises may be applicable.

c) Local Certified Veteran Business Enterprise Preference

The evaluation of competitive solicitations is subject to Section 2-8.5.1 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to Local Certified Veteran Business Enterprises.

d) Proposal Guarantee

- The County anticipates requiring a proposal guarantee in the form of a bid bond during the RFP process.
- e) Vendor Registration
- Prior to being recommended for award, the Developer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.
- f) Inspector General Reviews
- According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, 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, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from payments to the Developer, if applicable.
- g) Indemnification
- The County anticipates that the Project Agreement will provide for comprehensive indemnification of the County from Developer and all Team Members protecting the County from any act relating to or resulting from the performance of the agreement by the Developer or any Team Member. This indemnification shall be in addition to any other insurance or other protection required by the agreement.
- h) Insurance
- The selected Developer shall provide to the County Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements of the contract, per Project phase.
- i) Payment and Performance Bond
- The selected Developer shall be required to bond the total cost of construction through a payment and performance bond(s), alternative form of security or combination of one or more such instruments, in the construction phase of the Project, all in accordance with the requirements of Section 255.05 of the Florida Statutes. The specific amount, responsibilities and formats for the bond(s) will be specified in the RFP.
- j) LEED Certification
- The Courthouse shall be at a minimum LEED Silver pursuant to Sections 9-71 through 9-75 of the Code of Miami-Dade County.
- k) Responsible Wages
- Construction on County-owned land is subject to Section 2-11.16 of the Code of Miami-Dade County and Implementing Order 3-24 which require minimum wages for laborers and mechanics performing work.
- l) Living Wages
- County contracts providing covered services are subject to Section 2-8.9 of the Code of Miami-Dade County which requires minimum wages for food preparation and/or distribution; security services; routine maintenance such as custodial, cleaning, refuse

removal, repair, refinishing and recycling; clerical or other non-supervisory office work; transportation and parking services; printing and productions services; and landscaping, lawn and/or agricultural services.

m) Locally-based Social and Economic Programs/Contract Measures

Miami-Dade County Code

- Section 2-10.4.01, Small Business Enterprise Architecture and Engineering
- Section 10-33.02, Small Business Enterprise Construction Services Program
- Section 2-8.1.1.1.1, Small Business Enterprise Services Program
- Section 2-8.1.1.1.2, Small Business Enterprise Goods Program
- Section 2-2113, First Source Hiring Referral Program
- Section 2-11.17, Residents First Training and Employment Program
- Section 2-1701, Community Workforce Program

Miami-Dade County Administrative Order (A.O.)

- A.O. 3-63, Employ Miami-Dade Program

Further details of the contract measures will be identified in the RFP.

n) Protest Procedures

Under the County's Implementing Order 3-34, Bid Protest Procedures, a protest may only occur at the contract award stage. There is no protest process during the RFQ stage. The County reserves the right to waive the protest procedures in the manner set forth in Section 2-8.1 of the Code of Miami-Dade County.

o) Aspirational Policy Regarding Diversity

Pursuant to Resolution No. R-1106-15 Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

## **Section 5. SOQ Content and Submittal Requirements**

### **5.1 General**

The County expects an SOQ submitted in response to this RFQ to provide enough information about the requested items to allow the County to evaluate the SOQ based on the criteria set forth herein.

### **5.2 Format**

- All pages shall be 8½" x 11", except as stated below.
- Font shall be at least 12 point in Times New Roman (or 10 point for tables, graphics and captions).
- Organizational charts and Forms may be 11" x 17" with legible font size.
- Financial information (including financial capability information), such as that provided by reporting/auditing agencies, may be provided in different font sizes provided they are legible.
- Margins shall be at least 1" all around. The page number may lie within the 1" margin.
- Text contained on charts and exhibits shall be legible.
- Each volume may be subdivided as needed.
- Submissions shall include the page number in the bottom center of each page, not including the cover sheet.

For sections that have page limitations, if a divider is used and contains information that should be considered in the review or evaluation as part of the SOQ, this divider will be counted towards the maximum number of pages. If the divider is blank or simply shows a title for the section, it will not be counted toward the maximum number of pages.

If a Respondent is compelled to include material in addition to the information requested, the Respondent shall append that material to the end of the most appropriate section. Additional material is subject to the page limitations set forth in RFQ Part B.

Portions of submissions exceeding the page limitations or failing to follow the content or format instructions outlined above may be rejected, at the sole discretion of the County, which may result in the Respondent being deemed non-responsive.

Graphics related to organizational charts are permitted, provided they conform to the other format requirements listed. Drawings or renderings of the proposed Project are not requested, should not be submitted in response to this RFQ and, if submitted, will not be evaluated.

### **5.3 Contents and Organization**

In response to this RFQ, Developer must demonstrate its experience and qualifications to complete the Project. Respondent shall complete and return the entire Submission Package. The submittal of a SOQ by a Respondent will be considered a good faith commitment by the Respondent, Developer and Team Members to submit a proposal during the RFP phase, if included in the Short Listed Respondents, and to negotiate a contract with the County, if selected, in substantially similar terms to the proposal offered and, if successful in the process, to enter into a Project Agreement with the County.

Respondent should carefully follow the format and instructions outlined in this RFQ. All documents and information must be fully completed and signed as required and submitted in the manner described. Failure to submit the information requested may be grounds to score a SOQ lower, or where appropriate, to disqualify an SOQ from further consideration.

The Submission Package for the SOQ, shall consist of all items included in Exhibit 2.

In completing the Submission Package, Respondent shall provide information to satisfy each of the County criteria for evaluation identified in this RFQ, Part A, Section 6.

Responses shall be written in sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

#### **5.4 Submission Requirements**

Refer to RFQ, Part A, Section 4.3 and any addenda issued for the response submittal due date and time.

Respondents shall submit the entire SOQ as outlined in Exhibit 2, Information to be Included in Submission Package. Each Volume and document shall be clearly titled.

##### **5.4.1 Submission in BidSync**

The SOQ must be received by the SOQ due date and time indicated in this RFQ, Part A, Section 4.3. Electronic responses to this RFQ shall be submitted through a secure mailbox at BidSync until the SOQ due date and time as indicated in this document. It is the sole responsibility of the Respondent to ensure its SOQ reaches BidSync before the due date and time.

Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All submissions received and time stamped through the County's third party partner, BidSync, prior to the SOQ due date and time shall be accepted as timely submitted. The circumstances surrounding an SOQ received and time stamped after the SOQ due date and time will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the SOQ will be accepted as timely. The responsibility for submitting an SOQ on or before the stated time and date is solely and strictly the responsibility of the Respondent. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

##### Submission of Confidential Information Protocol

The law allows certain materials that may be delivered to the County to be treated as exempt from disclosure requirements of the public records law and to be held as confidential. The law of the State of Florida also requires that certain procurement discussions and decisions be made in the context of public meetings and ultimately revealed to the public.

To reconcile these requirements, the County will afford confidential treatment to information that is permitted to be submitted as confidential in accordance with this addendum, except to the extent that the County, in its sole discretion, through its officers, agents, representatives and elected officials, determine that disclosure of such information is necessary to justify or support the County's procurement recommendation, to address an inquiry in a public meeting, or to defend a challenge brought by one or more of the Proposers in a bid protest hearing. The Respondent understands and agrees that in order to be eligible for award, it must waive its claim for confidentiality to this extent, and the Respondent's submittal of a response to this RFQ shall be deemed for all purposes a waiver of a claim to confidentiality to this extent.

To facilitate the submission of confidential information, except as specifically waived above, the County has opened a companion submission mechanism in BidSync, identified as RFQ-00820-

CONFIDENTIAL. The only information that may be submitted under RFQ-00820-CONFIDENTIAL is the information requested in the RFQ, Part B, Volume E, including Forms H-1 and H2, which Respondent is claiming as exempt under Chapter 119 of the Florida Statutes.

The Respondent must waive any claims to confidentiality for information submitted under RFQ-00820 in BidSync and submit **only** the confidential information as allowed in the preceding paragraph through RFQ-00820-CONFIDENTIAL in BidSync.

#### **5.4.2 Submittals in English**

SOQs shall be submitted exclusively in the English language using units of measure customary in the United States of America, and cost terms in United States of America dollar denominations.

#### **5.4.3 Modified Submittals**

A Respondent may submit a modified response to replace all or any portion of a previously submitted response up until the SOQ due date and time. The County will only consider the latest version of the response.

#### **5.4.4 Withdrawals**

SOQs shall be irrevocable until award of a Project Agreement unless withdrawn or rejected by the County. An SOQ may be withdrawn in writing only, addressed to the Clerk of the Board, Stephen P. Clark Center, 111 NW 1st Street, 17th Floor, Suite 202, Miami, Florida 33128 with a copy to the County Procurement Manager for this RFQ (see Part A, Section 4.6), prior to the response due date or upon the expiration of 180 calendar days after the opening of responses.

#### **5.4.5 Submittal Expenses**

All expenses involved with the preparation of a SOQ to the County, or any work performed in connection therewith, shall be borne by the Respondent.

## **Section 6. Evaluation Process and Criteria**

### **6.1 General**

The County's goal is to create a fair basis for the evaluation of the SOQs in compliance with all applicable laws governing this procurement. The evaluation and shortlisting process is subject to modification by the County, in its discretion.

### **6.2 Responsiveness**

Each SOQ will be reviewed to determine if it is responsive to the submission requirements outlined in this RFQ. A responsive SOQ is one which follows the requirements of this RFQ, includes all documentation, is submitted in the format outlined in this solicitation, is submitted timely, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the SOQ being deemed non-responsive. The County may also exclude from consideration any Respondent whose SOQ contains a material misrepresentation.

### **6.3 Responsibility**

Following or in conjunction with evaluation of each SOQ for responsiveness, the County will conduct a preliminary responsibility review of each Respondent based upon an assessment of each Respondent's Submission Package.

The County reserves the discretion to request the Respondent to supplement its SOQ as necessary for the County to make responsibility determinations. Final determination of responsibility shall be made by the Board of County Commissioners, in its sole discretion.

### **6.4 Evaluation Criteria and Weighting**

Responsive and responsible SOQs will be evaluated by a Competitive Selection Committee which will evaluate and rank SOQs on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The County's evaluation will be supported by the County's consultants and advisors as deemed necessary (see Part A, Section 7.3.6). The evaluation criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Competitive Selection Committee member.

#### **6.4.1 Technical Qualifications and Capability (450 points)**

The background and experience of the Respondent, Team Members, and Key Personnel in developing, designing, constructing, operating, and maintaining comparable projects will be evaluated in accordance with the following criteria:

##### **(a) Proposed Management Structure**

The stability, strength and likelihood of success on this Project of the Respondent's proposed management structure and Team Members.

##### **(b) Experience of Management Team and Key Personnel**

The extent and depth of experience of the management team and Key Personnel (see RFQ Part B, Volume B-7) with comparable projects, project delivery methods and personnel roles as are anticipated to be within the Developer's scope of work.

**(c) Experience Working Together**

The extent, depth and success of Respondent, its Team Members, the management team and Key Personnel (see RFQ Part B, Volume B-7) in working together.

**(d) Experience of Respondent and Team Members with P3 Project Delivery Method**

The extent and depth of the experience of Respondent and its Team Members with comparable projects with P3 project delivery methods (e.g., design, build, finance, operate, maintain), and responsibilities as are anticipated to be within their scope of work.

**(e) Experience of Respondent and Team Members with Traditional Delivery Method**

The extent and depth of experience of Respondent and its Team Members with development, design, construction, operations and maintenance of comparable projects with a traditional delivery method.

**(f) Experience of Respondent with Projects in Close Proximity or Integrated, and Limited Staging**

Respondent's prior experience in successful development of comparable projects in close proximity to, or integration with, an established and operational correlating facility.

**(g) Experience with Locally-based Social and Economic Programs**

Demonstrated ability to work successfully with locally-based social and economic programs, similar in purpose to the County's programs, on comparable projects.

Comparable projects as used throughout Section 6.4 shall mean courthouses, High-rise Structures, or other vertical structures of comparable scope and complexity to this Project.

Project information and personnel references, as well as the information provided in response to RFQ Part B, Volume A, Volume B and Volume C will be used, as deemed appropriate by the County, to assist in the evaluation of Respondent's technical qualifications and capability.

**6.4.2 Financial Qualifications and Capability (450 points)**

The Respondent's financial qualifications and capability (refer to RFQ Part B, Volume D and Volume E) will be evaluated in accordance with the following criteria:

**(a) Equity Members' Financing Experience** (as referenced in Form G1).

- i. Equity Members' experience in structuring to achieve committed financing and/or closing a diverse range of financing structure for P3 projects (including structuring involving bank loans, bonds, private placements and other sources of financing);
- ii. Experience as Equity Member in successfully bringing ~~comparable~~ projects with P3 delivery methods (e.g., design, build, finance, operate, maintain) through construction completion; and
- iii. Equity Members' history of submitting proposals on projects for which they have been short-listed.

An "Equity Member" means each member of a Respondent Team that will contribute shareholders' equity to the Developer as part of the financing plan for the Project.

**(b) Respondent Financial Lead**

Experience and capability of Respondent Financial Lead in coordinating the financing for comparable projects.

**(c) Bonding Ability**

Ability of Respondent or Lead Contractor to obtain the following for \$250 million for the Courthouse construction:

- (i) a payment and performance bond (or bonds) from an Eligible Surety, or
- (ii) a letter or letters of credit from a bank or financial institution having long-term, unsecured debt ratings of not less than "A/A2" from two of the nationally-recognized rating agencies below (such bank or financial institution an "Eligible Financial Institution").

As used herein, an "Eligible Surety" is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at [www.fiscal.treasury.gov](http://www.fiscal.treasury.gov)), rated "A/A2" or higher by at least two nationally recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's Ratings Group) or rated at least A, Class VII or better according to A.M. Best's Financial Strength Rating and Financial Size.

**(d) Financial Capability to Carry Out Project**

Financial capability to carry out the Project shall include the ability of Respondent, each Major Participant, Team Member, any Financially Responsible Party and, if any Team Member is a joint venture, then each entity in the joint venture, to carry out the responsibilities potentially allocated to it. The evaluation will take into account the following considerations both currently as well as over the last three years, as appropriate:

- i. The strength of financial statements of Respondent, if available, each Major Participant and any Financially Responsible Party included in the SOQ and Financially Responsible Party letters of support;
- ii. Equity Members' ability and availability of funds (as evidenced by equity funding letters) to invest equity consistent with the scope and complexity of the Project;
- iii. Specificity and degree of financial support for the Respondent from lenders (as evidenced by the financing party support letters);
- iv. Any credit ratings of the debt of the Respondent's Team Members;
- v. Details regarding any bankruptcy/insolvency proceedings provided pursuant to RFQ Part B, Volume E-9; and
- vi. Other relevant financial information contained in the SOQ.

**6.4.3 Project Understanding and Approach (100 points)**

Respondent's approach to the Project (refer to RFQ Part B, Volume F) will be evaluated in accordance with the following criteria:

**(a) Project Goals/Risks**

The extent to which the approach to deliver the Project demonstrates:

- i. Alignment with County's Project goals, per RFQ, Part A, Section 1.4 and capability of providing value to the County;
- ii. An understanding of and a sound approach to activities to be undertaken with respect to the development, design, and construction of the Project while maintaining the County's ability to operate the existing Children's Courthouse with minimal disturbance; and
- iii. An understanding of the Project-specific risks and potential solutions (regardless of risk ownership) that may arise during the development, design, and construction of the Project.

**(b) Timely Project Completion**

The ability to provide sufficient (i) levels of qualified labor and personnel, including, as appropriate, local labor, firms and personnel, (ii) materials and (iii) equipment to undertake Developer's anticipated obligations under the Project Agreement in a manner which will provide for timely or accelerated completion of the development, design and construction of the Project and to avoid delays or interruptions to such work.

**(c) Operations and Maintenance**

The extent to which Respondent demonstrates an understanding of and a sound approach to the operations, maintenance and total life cycle costing of the Project, including Project-specific risks associated with operations, maintenance and total life cycle costing during the term of the Project Agreement.

**(d) Project Oversight**

The extent to which Respondent demonstrates a focus and commitment to quality and efficient and effective oversight of the Project during construction and during the term of the Project Agreement.

**(e) Integration and Coordination**

The efficiency and effectiveness of Respondent's general approach to integrating the County and key stakeholders into project development and in structuring the roles and relationships of County/Respondent/third parties. In particular, the ability to which Respondent outlines a sound approach to coordination with the County during the term of the Project Agreement on aspects of the Project that will involve collaboration between the Courthouse and the Children's Courthouse (i.e., common area, integration and others that may be identified) to ensure high-functioning facilities.

**(f) Approach to Financing**

Respondent's approach to financing this Project, including Project-specific risks and ability to achieve low-cost financing and to close expeditiously.

**6.5 Oral Presentations**

Upon evaluation of the criteria indicated above, rating and ranking, the Competitive Selection Committee, at its discretion, may choose to conduct an oral presentation with the Respondent(s) which the Competitive Selection Committee deems to warrant further consideration based on,

among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – “Lobbyist Registration for Oral Presentation” regarding registering speakers in the submission for oral presentations). If the County chooses to conduct oral presentations, the County will provide guidance on the structure and breadth of such presentations. Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the SOQs remaining in consideration, using the evaluation criteria in this RFQ, based upon the written documents combined with the oral presentation.

#### **6.6 Short List Process**

The Competitive Selection Committee will evaluate the SOQs as outlined in this RFQ, Part A, Section 6, Evaluation Process and Criteria and recommend to the County Mayor or designee a shortlist of two to three Respondents. The Mayor will recommend to the Board of County Commissioners two to three Respondents, if any, to submit a proposal for the RFP phase of this Project. The County will determine, at its sole discretion, which Respondent(s) to select to submit a proposal and such decision shall be final.

#### **6.7 Changes to Team Members or Key Personnel**

Each Respondent has a continuing obligation to advise the County of any changes, intended or otherwise, to the Team Members or Key Personnel identified in its SOQ. Any such change shall be evaluated by the County, including whether the change provides for a substitute Team Member or Key Personnel that is comparable, in the County’s sole discretion, to the SOQ as submitted. The County has a right to disqualify any Respondent if the County, in its sole discretion, considers that the proposed change may have a material adverse impact on the ability of the Respondent to carry out the Project. The County may also, in its sole discretion, refuse or grant permission for such a change, considering the objective of achieving a competitive procurement process that is not unfair to other Respondents.

#### **6.8 Participation Restrictions**

Major Participants, which includes Equity Members and Major Non-Equity Members, as defined in the RFQ, Part C, Exhibit 1, and which includes Respondent’s Lead Architectural/Engineering Firm, Lead Contractor, and Lead Maintenance Firm are precluded from participating, in any capacity, on another Respondent’s Project Team for this procurement, except that in the event a Respondent is not short-listed by the County as part of the SOQ evaluation process, the members of such unsuccessful Respondent may become a substitute member or Key Personnel of a Short Listed Respondent team, only as set forth in the RFQ, Part A, Section 6.7, Changes to Team Members or Personnel. Any Respondent that fails to comply with the prohibition contained in this paragraph, may be rejected and disqualified from further participation as a Respondent for the Project. See also Part A, Section 7.11, Collusion.

## **Section 7. Communications, Public Information and Organizational Conflicts of Interest**

### **7.1 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 each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- Potential Respondents, Proposers, service providers, lobbyists or consultants **and** the County’s professional staff including, but not limited to, the County Mayor and the County Mayor’s staff, County Commissioners or their respective staffs;
- The County Commissioners or their respective staffs **and** the County’s professional staff including, but not limited to, the County Mayor and the County Mayor’s staff; or
- Potential Respondents, Proposers, service providers, lobbyists or consultants, any member of the County’s professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- Oral communications with the staff of the Vendor Services Section, the responsible Procurement Manager, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- Oral communications at Pre-Submittal conferences, Pre-Proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- Recorded contract negotiations and contract negotiation strategy sessions; or
- Communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

In connection with this RFQ, the Cone of Silence shall be in effect through the date the County Mayor files a recommendation with the Clerk of the Board in connection with this RFQ.

### **7.2 Communication with Competitive Selection Committee Members**

Respondents are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

### **7.3 Organizational Conflicts of Interest and Advance Restrictions Policy**

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

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

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

#### **7.3.1 Identification of Organizational Conflict of Interest**

The person shall be obligated to disclose to the County any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall identify the organizational conflict of interest with sufficient detail for the County's analysis and shall propose a method to address the same. Such disclosure shall also be reported to the Office of the Inspector General (OIG) or to the Commission on Ethics and Public Trust (COE). The inquiry shall propose a methodology to identify and address any potential organizational conflict of interest, particularly in those instances where the person offers to use the same subcontractors or sub-consultants which firms are engaged in other contracts related to the Project where such use is not specifically prohibited by the advance restrictions set forth below. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the County as a criterion for selection.

#### **7.3.2 Addressing Organizational Conflicts of Interest**

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The County's department director, with the assistance of such other persons as she may deem appropriate, shall make the final decision as to how to address an organizational conflict of interest. The County shall consider the specific facts and circumstances of the contracting situation and the

nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Project, then the County must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the County's business interests, then the County shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the County's interest is outweighed by the expected benefit from having the conflicted person perform the contract.

### **7.3.3 Measures to Address Organizational Conflicts of Interest**

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

### **7.3.4 Documentation and Evaluation**

The County's department director will set forth in the contract file a written explanation of the methodology used to address an identified organizational conflict of interest. The County shall periodically evaluate the effectiveness of the methodology in the protection of the Project. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of any findings shall be forwarded to the OIG or COE.

### **7.3.5 Organizational Conflicts of Interest which are not Remedied**

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

### **7.3.6 County Advisors and Advance Restrictions**

The County has retained financial and technical advisors to assist in the development of this RFQ. KPMG, LLP has been retained as the County's P3 advisor and Perez & Perez Architects Planners, Inc. has been retained as the County's technical advisor and Design Criteria Professional. The County has awarded a contract to Ashurst, LLP to serve as its outside legal advisor for the Project for legal services at a later date. Ashurst has not provided any legal advice in connection with this RFQ.

The above advisors are not eligible for inclusion on a Project Team or otherwise performing any services for the Project. In addition, the firm of Dan L. Wiley and Associates has been retained by the Design Criteria Professional and likewise is not eligible for inclusion on a Project Team or for otherwise performing any services for the Project.

The County's Design Criteria Professional, Perez & Perez Architects Planners, Inc., has selected the following firms to provide it support services for this Project: Bliss & Nyitray Inc.; SDM Consulting Engineers, Inc.; EAC Consulting, Inc.; and CPM International. As such, these firms are not eligible for inclusion on a Project Team or otherwise performing any services for a Project Team on the Project.

#### **7.4 General County Reserved Rights**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate Project scope and fees; postpone or cancel at any time this RFQ process; or waive any irregularities in this RFQ or in the responses received as a result of this process. The County reserves all rights available to it under law.

#### **7.5 Public Records**

Respondents are hereby notified that all information submitted as part of, or in support of the SOQ that is not specifically identified by the Respondent as a trade secret or confidential, will be available for public inspection after opening of responses, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law." This includes information submitted during the RFP drafting phase described in this RFQ, Part A, Section 4.2. Information identified as trade secret or confidential will be treated as such to the extent permitted by Florida law. See RFQ, Part A, Section 7.7.

Respondent is advised to seek legal advice in connection with these matters.

#### **7.6 Public Meetings**

The County, as political subdivision of the State of Florida, is subject to the requirements of the Florida Government in the Sunshine Law. Procurement decisions are often required to be made in public meetings. In addition, the law requires that recordings of certain meetings be made available to the public after the meeting is initially conducted in private. As a result of these requirements, the County may be required to discuss certain contents of the proposals notwithstanding Respondent's claim to confidentiality or trade secret. Respondent's submittal of a response shall be deemed by the County to constitute Respondent's unequivocal waiver of any claim to confidentiality or trade secret to the extent that the procurement decisions need to be discussed in a public setting, and Respondent releases and indemnifies the County in connection with any use of the information submitted by the Respondent in support of its SOQ or proposal.

Respondent is advised to seek legal advice in connection with these matters.

#### **7.7 Ownership of Documents**

All documents and material submitted as a part of the SOQ shall become the County's property upon submission and will not be returned.

## **7.8 Bankruptcy**

Any Respondent or Team Member who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Respondent or Team Member under federal bankruptcy law or any state insolvency law, may be found non-responsible.

## **7.9 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 may not submit a SOQ for a contract to provide any goods or services to a public entity; may not submit a SOQ on a contract with a public entity for the construction or repair of a public building or public work; may not submit a SOQ on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **7.10 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, 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.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County 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 which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

## **7.11 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a SOQ for any contract, such Statements of Qualifications shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Statements of Qualifications. Related parties shall mean the Respondent, Developer or Team Member; the principals, corporate officers, and managers of a Respondent, Developer or Team Member; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Respondent, Developer or Team Member or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Respondent, Developer or Team Member for the same contract; or in which a parent company or the principals thereof of a Respondent, Developer or Team Member have a direct or indirect ownership in another Respondent, Developer or Team Member for the same contract. Statements of Qualifications found to be collusive shall be rejected. Any firm

found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

#### **7.12 Public Service Honor Code**

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. 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 Miami-Dade County Implementing Order 7-7.)

#### **7.13 Copies of Legislation**

To request a copy of any ordinance, resolution and/or administrative order cited in this solicitation, contact the Clerk of the Board at (305) 375-5126.

**Part B: Submittal Requirements****Part C: Exhibits and Forms**

Exhibit 1. Definitions

Exhibit 2. Information to be Included in Submission Package

Form A. Transmittal Letter

Form B. Major Participant Information

Form C. Certifications

Form D. Team Member Information

Form E. MDC Conflicts of Interest Statement

Form F1. Technical Experience - Design

Form F2. Technical Experience - Construction

Form F3. Technical Experience - Maintenance

Form G1. Equity Member Experience

Form G2. Equity Members' Track Record

Form H1. Financial Information Summary

Form H2. Financially Responsible Party Information

Form I. Clarification Request Form

Form J. Reference Contact Information - Key Personnel

Form K. Affidavit - Lobbyist Registration for Oral Presentation

## PART B QUALIFICATION SUBMITTAL REQUIREMENTS

*Respondents should assemble their SOQ in the order prescribed and following the outline form contained in this RFQ, Part B, Volume A-F. Italics indicate explanations or instructions to the Respondent as opposed to a request for information. For convenience of Respondents, a checklist of the submittal requirements is included as Exhibit 2.*

### VOLUME A – INTRODUCTION AND ADMINISTRATIVE

*The introduction shall contain the following information:*

#### **A-1 Transmittal Letter**

Completed Transmittal Letter Form A.

#### **A-2 Executive Summary**

An Executive Summary not exceeding five (5) pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers to become familiar with the key elements of the Respondent's SOQ and understand why the Respondent wants to be awarded the Project.

#### **A-3 Major Participant Information**

A completed Form B, identifying a single contact person of the Respondent who will be responsible for receiving all communications relating to the Project from the County and responding on behalf of each Major Participant, and a contact person for each Major Participant.

#### **A-4 Certifications**

A completed Certification Form C for each Major Participant from a duly authorized representative of each Major Participant.

#### **A-5 Local Workforce**

A statement from the Respondent that, if selected, it will comply with the County's local workforce requirements (see RFQ, Part A, Section 4.7(m)) for the Project Agreement.

#### **A-6 Teaming Agreements**

~~Respondent – If the Respondent is a consortium, partnership or any other form of a joint venture or an association that is not a legal entity, the SOQ shall contain an executed teaming agreement signed by each Equity Member, or alternatively, if the entities making up the Respondent have not executed a teaming agreement, the SOQ shall contain a summary of key terms of the anticipated agreement.~~

The SOQ shall include an executed teaming agreement signed by each Equity Member, or alternatively, if the Equity Members making up the Project Team have not executed a teaming agreement, the SOQ shall contain a summary of key terms of the anticipated agreement.

Lead Contractor, Lead Architectural/Engineering Firm or Lead Operations and Maintenance Firm – If any of the Lead Contractor, Lead Architectural/Engineering

Firm or Lead Operations and Maintenance Firm is a joint venture, the SOQ shall contain an executed teaming agreement or alternatively, if an executed teaming agreement does not yet exist, the SOQ shall contain a summary of key terms of the anticipated teaming agreement for that joint venture and indicate the percentages of ownership and roles of the parties.

#### **A-7 Joint and Several Liability Letters**

~~Respondent — If the Respondent is a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the SOQ shall include a letter signed by each Equity Member indicating a willingness to accept joint and several liability for the Equity Members' obligations under the Project until the point at which a corporation, limited liability company or other form of legal entity is formed as the Developer.~~

The SOQ shall include a letter signed by each Equity Member indicating a willingness to accept joint and several liability for the Equity Members' obligations under the Project until the point at which a corporation, limited liability company or other form of legal entity is formed as the Developer.

Lead Contractor, Lead Architectural/Engineering Firm and Lead Operations and Maintenance Firm - If any of the Lead Contractor, Lead Architectural/Engineering Firm or Lead Operations and Maintenance Firm is a joint venture, or an association that is not a legal entity, the SOQ shall include a letter signed by each member of the Lead Contractor, Lead Architectural/Engineering Firm or Lead Operations and Maintenance Firm, as applicable, indicating a willingness to accept joint and several liability for its respective members' obligations under the Project.

#### **A-8 Registration for Oral Presentations**

A completed Form K, Affidavit of Miami-Dade County, Lobbyist Registration for Oral Presentation.

#### **A-9 Submittal Form**

A Submittal Form completed electronically as part of the SOQ submission in BidSync.

## VOLUME B – RESPONDENT ORGANIZATION AND KEY PERSONNEL

Provide the information required below regarding the Respondent's proposed Project Team's organization and Key Personnel.

### **B-1 Organization Legal Structure**

- a) Identify the legal structure of the Developer.
- b) Provide an organizational chart showing the interaction and ownership or membership percentage, as applicable, of the various Respondent entities, including, at a minimum, all Equity Members, Lead Contractor, Lead Architectural/Engineering Firm, Lead Operations and Maintenance Firm, and Major Non-Equity Members.

### **B-2 Team Member Information**

Provide a completed Form D identifying all Team Members.

### **B-3 Team Member Narrative**

Provide narrative discussion of organization of the Team Members with brief written description of Team Members (maximum three (3) pages).

### **B-4 Organizational Charts**

Provide organizational charts (one for each significant phase of the Project) showing the flow of the "chain of command" with lines identifying participants who are responsible for major functions to be performed and their reporting relationships, in project management, designing, building, financing, operating and maintaining the Project.

The charts must show the functional structure of the organization down to the design discipline leader or construction superintendent level and must identify Key Personnel by name. The charts should identify which participants are responsible for critical support elements to include project management, project administration, construction management, operations and maintenance management, quality control, safety, environmental compliance and subcontractor administration.

### **B-5 Organization Integration Narrative**

Provide a brief, written description of significant functional relationships among participants, the depth of experience of Team Members and Key Personnel in working together successfully as an integrated team and how the proposed organization will function as an integrated team for the Term of the Project Agreement (maximum three (3) pages).

### **B-6 Communication and Coordination Strategy**

Provide a brief, written description of how the Project Team will work with the County and Project stakeholders to deliver a quality Project while ensuring efficient and effective oversight. Respondent should discuss intended coordination with the County during design and construction given close proximity and integration opportunities of the Project with the existing County facilities~~Children's Courthouse (maximum one (1) page)~~.

### **B-7 Resumes**

Provide resumes of Key Personnel as defined in Table B-1 below. Resumes of Key Personnel shall be limited to two (2) pages per person.

Resumes for Key Personnel shall list experience with relevant projects and the following information for each project listed:

- a) Name and key information relating to the project.
- b) Dates of work performed on the project.
- c) Description of the relevant work or services provided and role on the project and percent of time allocated to each role. If more than one role was played, identify the dates, percent time allocation and duration of each role.
- d) Relevant education, training, licensing and certification.

**Table B-1 Key Personnel and Duties**

Key Personnel	Duties
Developer's Project Manager	Responsible for the Developer's performance in the execution of the Project Agreement. Responsible for performance and resourcing for overall design, construction, operations, maintenance and contract administration on behalf of the Developer including safety and environmental compliance for the Project, assigned to the Project full time.
Lead Contractor's Project Manager	Reporting to the Developer's Project Manager. Responsible for the Contractor's performance in the execution of the Project Agreement. Responsible for performance and resourcing for overall design, construction and contract administration on behalf of the Contractor including safety and environmental compliance for the Project, assigned to the Project full time until substantial completion.
Lead Architectural/Engineering Firm's Design Manager	<p>A Professional Architect/Engineer* reporting to the Contractor's Project Manager responsible for ensuring that the overall Project design is completed and design criteria requirements are met. Responsible for managing the Lead Architectural/Engineering Firm's design professionals and administering all design requirements of the Project Agreement. Assigned to the project full time during the design phase and co-located whenever design activities are being performed, including design activities related to field design changes.</p> <p><i>*Professional Architects/Engineers must be licensed in the State of Florida, or become licensed in the State of Florida prior to execution of the Project Agreement.</i></p>

Key Personnel	Duties
Lead Contractor's Construction Manager	Reporting to the Contractor's Project Manager, responsible for ensuring that the Project is constructed in accordance with the Project requirements. Responsible for managing the Lead Contractor's personnel, scheduling of the construction quality assurance personnel, and administering all construction requirements of the Project Agreement. Assigned to the Project full time during the construction phase until substantial completion and co-located whenever construction activities are being performed.
Lead Quality Manager	Responsible for overall management and contract compliance, reporting to Developer's Project Manager, and bears no direct immediate profit and loss responsibility for the Project. Responsible for the overall design, construction and lifecycle quality during the construction phase of the Project, implementing quality planning and training, and managing the team's quality management processes. Independent of Developer's production team and has the authority to stop work. Shall be co-located and on-site until final acceptance.
Lead Design Quality Manager	Reporting to the Lead Quality Manager, responsible for overall management and contract compliance of all aspects of design quality and for implementation of procedures to ensure all design products are accurate and checked before release with authority to stop work.
Lead Construction Quality Manager	Reporting to the Lead Quality Manager, responsible for overall management and contract compliance of all construction quality elements (e.g., construction inspection and testing) of the Project with authority to stop work.
Lead Operations and Maintenance Manager	Responsible for overall operations, maintenance and contract administration matters on behalf of the Developer, including safety and environmental compliance following commencement of the maintenance period and interfacing with the County in compliance with the operations, maintenance requirements of the Project Agreement.

*Respondents should refer to RFQ, Part A, Section 6.7 for provisions related to the removal, replacement or addition of Key Personnel after submittal of the SOQ.*

**B-8 Key Personnel Reference Check**

Provide a completed Form J, naming the Key Personnel and three (3) reference contacts and information for each. If the reference contact is no longer with the project owner, provide an alternate contact at the project owner who is familiar with the project. The alternate contact must have played a leadership role for the project owner during the project. The County may elect to use the information provided as a reference check.

**B-9 Key Personnel Commitments**

Provide a statement from Respondent committing to make available the Key Personnel for the required duration to fulfill the Project requirements.

## VOLUME C – TECHNICAL EXPERIENCE AND CAPABILITY

Provide the information required below regarding the Respondent's proposed Project Team's Technical Experience and Capability.

Comparable projects as used throughout Section C shall mean courthouses, High-rise Structures, or other vertical structures of comparable scope and complexity to this Project.

### C-1 Experience

Provide completed Forms F1, F2 and F3 in accordance with the requirements included on the forms, reflecting a summary of the experience of each Major Participant within the past ten (10) years providing design, construction, operations and maintenance work of comparable projects.

Note that Forms F1, F2, and F3 also require the project owner's contact information for reference check purposes. If the project manager is no longer with the project owner, provide an alternate contact at the agency that is familiar with the project. The alternate contact must have played a leadership role for the project owner during the project. The County may elect to use the information provided as a reference check.

*Respondents are requested to verify that contact information is correct and current, and are advised that if the contact information provided is not correct or current, the County may elect to exclude the experience represented by that project in determining ~~the Respondent's~~ qualifications.*

### C-2 Technical Narrative Attachment

The Respondent shall include technical narrative attachments to Forms F1, F2 and F3 to describe a maximum of ten (10) selected projects in greater detail for each of Forms F1, F2 and F3. The technical narrative attachment should not exceed fourteen (14) pages total for each of Forms F1, F2 and F3.

Each project description must include the following information:

- a) A narrative describing the project;
- b) Dates of design, construction, management, operations and maintenance and/or warranty periods;
- c) Description of the work or services provided and percentage of the overall project actually performed by the Team Member;
- d) Description of original scheduled completion deadlines and actual completion dates;
- e) Description of reasons for completing the project in advance of the completion deadline; and
- f) Description of reasons for completing the projects later than the completion deadline specified within the original contract.

The project descriptions should demonstrate experience in each of the following areas (if applicable):

- i. Design of comparable projects;
- ii. Construction of comparable projects;

- iii. Innovative contract procurement and delivery methods including design, build, finance, operate and maintain and P3 contracting;
  - iv. Successful development of comparable projects, in close proximity to, or integrated with, an established and operational correlating facility, and with projects that have limited staging;
  - v. Achievement of successful safety record;
  - vi. Operations and maintenance responsibilities of comparable projects;
  - vii. Ability to successfully work with locally-based social and economic programs, similar in purpose to the County's programs, on comparable projects (see RFQ, Part A, Section 4.7(m)); and
- g) Timely or accelerated completion of comparable projects.

**C-3 Claims Attachment**

Attach a list of claims in excess of \$1,000,000 for all projects listed on Forms F1, F2 and F3 and describe the amount and resolution. Include any matter (whether described/defined as a "claim," "dispute" or similar term in the relevant contract) where the Major Participant (as appropriate) officially submitted a claim or dispute and such claim or dispute became subject to any dispute resolution process in accordance with the contract terms.

**C-4 Liquidated Damages Attachment**

Attach a list of all projects designed and/or constructed by any Major Participant that have resulted in the assessment of liquidated damages exceeding \$100,000 against the Major Participant in the last five years.

**VOLUME D – FINANCIAL QUALIFICATIONS AND CAPABILITY**

Provide the information required below regarding the Respondent's proposed Project Team's Financial Qualifications and Capability.

**D-1 Equity Member Experience**

Provide completed Form G1 in accordance with the instructions on the form.

**D-2 Financial Experience**

Attachments to Form G1. Provide a financial experience attachment, which should not exceed four (4) pages total, that provides narrative descriptions of the four (4) most relevant private financing experiences listed on Form G1.

**D-3 Equity Members' Track Record**

Provide completed Form G2 in accordance with the instructions on the form.

**D-4 Financial Lead Narrative**

Describe Respondent's Financial Lead's background and experience in coordinating the financing for courthouses, High-rise Structures, or other vertical structures of comparable scope and complexity to this Project (maximum one (1) page).

**D-5 The amount of available funds. Surety Letter and/or Letter of Credit.**

Provide a letter from an Eligible Surety duly authorized in Florida, stating without conditions or qualification that the Lead Contractor team is capable at the time of the SOQ submission of obtaining a payment and performance bond (or bonds) in an aggregate stated amount of \$250 million for the Courthouse construction as evidence of Lead Contractor's bonding capacity. The letter must specify any assumptions regarding the provision of support for a Lead Contractor. The letter must specifically state that the surety has reviewed this RFQ and is familiar with the contractual structure and financial structure described in RFQ, Part A, Section 3, and evaluated the Lead Contractor's backlog and work-in-progress in determining its bonding capacity. Evidence of the surety's rating shall be attached to the letter. Letters stating that the Lead Contractor has "unlimited" bonding capacity are not acceptable.

"Eligible Surety" is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at [www.fiscal.treasury.gov](http://www.fiscal.treasury.gov)), rated "A/A2" or higher by at least two nationally recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's Ratings Group) or rated at least A, Class VII or better according to A.M. Best's Financial Strength Rating and Financial Size.

*The requirement to provide the surety letter and the bond amounts referenced above are solely for the purposes of evaluating the Respondent's financial qualifications and should not be construed as an indication of the ultimate security requirements for the Project.*

If the Respondent intends to satisfy the requirements of Section 255.05 of the

Florida Statutes via a letter of credit, the Respondent may, at the time of SOQ submission, attach to the SOQ a letter from a bank indicating a willingness to issue a letter or letters of credit in the amount of \$250 million. To be considered valid, the letter must be issued by a bank having long-term, unsecured debt ratings of not less than "A/A2" from two of the major national ratings agencies (Fitch Ratings, Moody's Investor Services and Standard & Poor's Ratings Group). The bank's long-term, unsecured debt rating shall be stated in the letter of bank support.

**D-6 Conflicts of Interest**

Provide a certification through completion of Form E from a duly authorized officer of each Major Participant that none of its employees who will be working on the Project has or will have a personal conflict of interest and that it does not have any organizational conflict of interest as defined in RFQ, Part A, Section 7.3.

## VOLUME E – FINANCIAL INFORMATION

Provide the information required below regarding the Respondent's financial information. This volume does not have a page limitation.

### E-1 Financial Information Summary

Provide a completed Form H1 (or multiple Forms H1) in accordance with the requirements included on the form, reflecting a summary of the financial information for

- a) the Respondent, if the Respondent is a partnership, joint venture or limited liability company, all Equity Members, general partners, members or joint venture members of the Respondent;
- b) any Major Participant, if the Major Participant is a partnership, joint venture or limited liability company, all equity members, general partners or joint venture members of the Major Participant; and
- c) any Financially Responsible Party that provides a letter of support and completed Form H2 pursuant to RFQ, Part B, Volume E-3.

If the Respondent submits confidential information through RFQ-00820-CONFIDENTIAL in response to this Part B, Volume E, E-1, then the Respondent shall also submit a one-page financial narrative describing the financial qualifications of all entities required to submit such information with the Respondent's submission for Part B, Volume E, E-1 in BidSync for RFQ-00820. Such narrative submitted in BidSync for RFQ-00820 shall not include any confidential information.

Alternatively, if the Respondent does not submit information through RFQ-00820-CONFIDENTIAL in response to this Part B, Volume E, E-1, then the Respondent does not need to prepare the additional one-page financial narrative as stated in the preceding paragraph.

### E-2 Financial Statements

As referred to in this Section E-2, "financial statements" include the following:

- *Opinion letter (auditor's report)*
- *Balance sheet*
- *Income statement*
- *Statement of cash flow*
- *Footnotes*

*Information in the balance sheets, income statements, and statements of cash flow must be provided in United States Dollars, as applicable.*

For this RFQ, Part B, Volume E-2(a) through (c), if financial statements are converted from a foreign currency into United States Dollars, the conversion method(s) must be explained in an attachment. If audited financial statements are not available for any entity, the Respondent shall provide unaudited financial statements for such entity, certified as true, correct and complete by the Chief Financial Officer or a duly authorized representative of that entity.

- a) Provide financial statements for Respondent (if available, otherwise see “b” below) each Major Participant and any Financially Responsible Party (and if any member is a joint venture, for each entity in the joint venture) for the three (3) most recent fiscal years, audited by a certified public accountant in accordance with generally accepted accounting principles used in the United States (“US GAAP”) or International Financial Reporting Standards (“IFRS”). If a Respondent provides financial statements that are prepared in accordance with principles other than US GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to US GAAP or IFRS. The County reserves the right to request clarification or additional information, as needed, in order to facilitate its review of those financial statements.
- b) If the Respondent is a newly formed entity and does not have independent financial statements, the Respondent shall expressly state that it is a newly formed entity and does not have independent financial statements meeting the requirements of RFQ, Part B, Volume E-2(a) above and shall provide financial statements otherwise consistent with those required hereby for each of its shareholders/Equity Members.
- c) If the Respondent has provided a completed Form H2 (Financially Responsible Party Information) and support letter from any Financially Responsible Parties pursuant to RFQ, Part B, Volume E-3, provide financial statements for both the Financially Responsible Party and the Respondent, Equity Member and/or Lead Contractor, as appropriate. If the Financially Responsible Party is a parent company of the Respondent, Equity Member or Lead Contractor, provide financial statements on a consolidated basis, only for each parent company entity (not for both the parent company and its subsidiary).
- d) If the Respondent, any member of the Respondent or any other entity for whom financial statements are submitted files reports with the United States Securities and Exchange Commission, then the Respondent must provide electronic links to the most recently filed Forms 10-K and 10-Q for all such reporting entities.

### **E-3 Financially Responsible Party Support Letter(s) and Form H2**

If financial statements of a Financially Responsible Party are provided to demonstrate financial capability of Respondent or any Major Participant, an appropriate letter from the applicable Financially Responsible Party, signed by the Chief Executive Officer or Chief Financial Officer (or their respective equivalent officers) must be provided confirming the Financially Responsible Party’s intention to support the Respondent or Major Participant, as applicable with the financial support and human resources needed to successfully complete the Project. For each Financially Responsible Party providing such support letter, provide a completed, executed Form H2.

*The County may require, in its sole discretion, based upon the review of the information provided and the form of the Respondent's organization, appropriate support (including a guarantee) from the Financially Responsible Party as a condition of short-listing.*

#### **E-4 Financing Party Support Letters**

Provide support letters from no more than three potential lenders, underwriters or other providers of debt financing ("Financing Parties"). Each letter must be provided by a bank, underwriter and/or other financial institution that has long-term, unsecured debt ratings of not less than "A-/A3" or its equivalent issued by at least two of the three major rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's Ratings Group) and include, at a minimum, the following:

- a) Evidence of the Financing Party's long-term, unsecured debt rating;
- b) Explicit support for the Respondent and interest in providing a loan or underwriting debt for the Project;
- c) Acknowledgement that the Financing Party has reviewed this RFQ and is familiar with the contractual and financial structure described in RFQ, Part A, Section 3 and bringing to financial close the financing of a DBFOM project of similar scope and complexity to the Project;
- d) Any assumptions regarding the provision of support for Respondent or any Major Participant; and
- e) Details regarding any experience the Financing Party has with the Respondent or any member of the Respondent in connection with any private financing committed or provided for an infrastructure project in the past ten years.

Each letter must be on the Financing Party's official letterhead, signed by a duly authorized signatory, and include title, address, telephone number and e-mail address for verification purposes.

#### **E-5 Equity Funding Letter**

For each Equity Member, a letter shall be provided. The Equity Funding Letter will be used as supporting evidence of the Equity Member's commitment to the funding of the Project. If the Equity Member is an investment fund, then the Equity Funding Letter must be signed by the fund's authorized signatory, and at a minimum shall include the following items:

- a) Approval Process. Provide an overview of the completed to-date and remaining approval process (along with an indicative schedule) required to commit to and fund the required equity commitment for the Project.
- b) Funding Vehicle. Provide the name and ownership structure of the investment fund that will ultimately carry this investment.
- c) Investment Capacity. Provide supplemental information to the financial statements (as necessary) of the investment fund to positively demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely equity investment and the Equity

Member's responsibility to provide the share percentage.

- d) Investment Criteria. Provide assurances that the Project meets all of the investment policy requirements of the investment fund cited in (b) above (e.g., is an approved project, does not contradict any capital allocation policy) and is consistent with its investment objectives.

If the Equity Member intends to fund its equity commitment through use of internal resources (e.g., a corporate entity supplying its own capital), the letter must be signed by the Chief Investment Officer, the Chief Financial Officer, or the Chief Executive Officer, and at a minimum shall include the following items:

- a) Approval Process. Provide an overview of the approval process required to commit to and fund the required equity commitment. This section should include an identification and description of any required board, investment committee, or other formal approvals needed, as well as an indicative schedule for securing those approvals.
- b) Sourcing Commitment. Identify where and how the equity commitment will be sourced and a narrative description of how competing allocation and capacity issues are considered between several project opportunities the Equity Member pursues simultaneously.
- c) Investment Criteria. Provide assurances that the Project meets all corporate strategy and investment policy requirements. This should include acknowledgement that the Project is able to be held until a date no earlier than two years following substantial completion, if necessary<sup>1</sup>.

If the Equity Member intends to fully or partially rely on third party investors or investment managers to fund the equity investment in the project and to meet the financial capacity requirements of this RFQ, the Equity Member must provide either from each investor or the manager of such funds:

- a) The name of institutional partners;
- b) The investment criteria and confirmation that the anticipated investment and amount are permitted under the criteria; and
- c) The approval process for such investment.

#### **E-6 Credit Ratings**

Provide the most recent credit rating(s) (if any) for the debt of the Respondent, that of each Major Participant or entity comprising a joint venture member, and any Financially Responsible Party that provides a support letter pursuant to RFQ, Part B, Volume E-4.

#### **E-7 Material Changes in Financial Conditions**

- a) Identify any material changes in financial conditions for Respondent, each Major Participant, and each Financially Responsible Party that provides a support letter (if any of the foregoing is a consortium, partnership or any

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<sup>1</sup> This requirement is only for this RFQ and is not intended to establish equity transfer restrictions. Submitters should note that all requirements regarding equity transfer restrictions will be established in the RFP.

other form of a joint venture, then for all such members) for the past three years and anticipated for the next fiscal quarter.

- i. Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.
- ii. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated associated changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of the Respondent, each Major Participant and each Financially Responsible Party, as applicable, to remain engaged in this procurement and submit a responsive proposal.
- iii. For each material change, provide separate estimates of the impact on revenues, expenses and the change in equity as certified by the Chief Financial Officer.
- iv. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

*References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.*

- b) Identify for Respondent, each Major Participant and Each Financially Responsible Party, if no material change has occurred for such entity and none is pending, and for each such entity provide a letter from their respective Chief Executive Officer, Chief Financial Officer so certifying.

*Set forth below is a representative list of events intended to provide examples of what the County considers a material change in financial condition. This list is intended to be indicative only. At the discretion of the County, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.*

*List of Representative Material Changes:*

- a) *An event of default or bankruptcy involving the affected entity, or the parent corporation or Financially Responsible Party of the affected entity or any controlled subsidiary or Affiliate.*
- b) *A change in tangible net worth of 10% of shareholder equity.*
- c) *A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation or Financially Responsible Party of the affected entity.*
- d) *A change in credit rating for the affected entity or parent corporation or Financially Responsible Party of the affected entity.*
- e) *Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation or Financially Responsible Party of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties.*
- f) *In the current and three most recent completed fiscal years, the affected entity or the parent corporation or Financially Responsible Party of the affected entity either:*
  - i. *incurs a net operating loss;*
  - ii. *sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or*
  - iii. *implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity.*
- g) *Other events known to the affected entity which represents a material change in financial condition over the past three years, or may be pending for the next reporting period.*

**E-8 Bankruptcy/Insolvency Proceedings**

Provide detailed information regarding any voluntary or involuntary proceeding commenced within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed) under any law relating to bankruptcy, insolvency, reorganization, or the composition or re-adjustment of debts, in respect of any Major Participant.

**E-9 Off-Balance Sheet Liabilities**

Attach a letter from the Chief Financial Officer of the entity or the certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities in excess of \$25 million dollars in the aggregate.

## **VOLUME F – PROJECT UNDERSTANDING AND APPROACH**

*Provide a narrative description of the Respondent's Project understanding and anticipated approach to the Project, not exceeding twenty (20) pages, including the following sections:*

### **F-1 General Understanding of Project**

Describe Respondent's:

- a) Understanding of Project goals and capability of providing value to the County, as described in RFQ, Part A, Section 1.4 and how Project goals will be addressed throughout Project delivery;
- b) Approach to activities to be undertaken with respect to the development, design, and construction of the Project while maintaining the County's ability to operate the existing Children's Courthouse with minimal disturbance;
- c) Understanding and identification of Project-specific risks that may arise during the Term of the Project Agreement and Respondent's potential solutions for such risks (regardless of risk ownership); and
- d) the Respondent's approach to providing sufficient levels of qualified labor and personnel, including, as appropriate, (i) local labor, firms and personnel, (ii) materials and (iii) equipment to undertake Developer's anticipated obligations under the Project Agreement in a manner which will provide for timely completion of the development, design and construction of the Project and to avoid delays or interruptions to such work.

### **F-2 Technical Approach**

Provide a description of the Respondent's technical approach including:

- a) Approach to efficiencies related to total life costing of the Project and detailing Project risks and potential solutions to total life approach that may arise during all Project phases, including development, design, construction, financing and operations and maintenance;
- b) Respondent's approach and commitment to quality and efficient and effective oversight throughout Project delivery;
- c) Description of Respondent's view of the roles and responsibilities of County, Respondent and third-party stakeholders in connection with the development, design, construction, financing, operation, maintenance of the Project. Discussion of Respondent's approach to coordination with the County during the term of the Project Agreement on all aspects of the Project; and

- d) Discussion of Respondent's approach to coordination with the County that will involve collaboration between the Courthouse and the Children's Courthouse (i.e., common area, integration and others that may be identified) to ensure high-functioning facilities, and approach to ensure maintaining the County's ability to operate the Children's Courthouse with minimal disturbance.

**F-3 Financial Approach**

Describe Respondent's financial approach to successfully deliver the Project using P3 contracting and project financing. Describe Project-specific risks and Respondent's ability to achieve low-cost financing and to close expeditiously.

## PART C EXHIBITS AND FORMS

### EXHIBIT 1 – DEFINITIONS

Certain capitalized terms used in this RFQ are defined below. To the extent there are capitalized terms used in this RFQ that are not defined, such terms shall have the standard industry or commercial meaning given to them.

**Affiliate** – Any person for which ten percent or more of the equity interest in such person is held directly or indirectly, beneficially or of record by (i) Developer, (ii) any Major Participant or (iii) any Controlled Subsidiary of Developer or any Major Participant.

**Building Performance Specifications** – Included in the Technical Provisions of the Project Agreement outlining criteria and specifications for the maintenance and operation of the Courthouse during the term of the Project Agreement.

**Chief Executive Officer** – The chief executive officer of any Respondent or, if the Respondent has no chief executive officer, the president, general manager, chief operations officer, or other similar operations officer.

**Chief Financial Officer** – The chief financial officer of any Respondent or, if the Respondent has no chief financial officer, the treasurer, principal accounting officer, controller, or other similar financial officer.

**Chief Investment Officer** – The chief investment officer of any Respondent or, if the Respondent has no chief investment officer, the president, general manager, or other similar investment officer.

**Children’s Courthouse** – Facility located next to the Project Site at 155 NW 3 Street, City of Miami, and is primarily used by Children’s Courthouse judicial officers.

**Code of Ethics** – The County’s ordinance establishes the minimum standard of ethical conduct and behavior for elected officials, public employees, members of County and municipal advisory boards and quasi-judicial bodies.

**Commercial Close** – Execution of the Project Agreement.

**County** – County to mean Miami-Dade County, a political subdivision of the State of Florida.

**County’s Contribution** – Contribution to the Project, upon Substantial Competition or other such milestone(s) related to construction of the Courthouse as stated in the Project Agreement

**Courthouse** - Courthouse shall mean the new Civil and Probate Courthouse, for the use primarily of the Eleventh Judicial Circuit in and for Miami-Dade County Florida to be designed, constructed, financed, operated, and maintained by the selected Developer.

**Design Criteria Package** – Design criteria specifications that must be met and will be included in the Technical Provisions of the Project Agreement.

**Design Criteria Professional** – Third party advisor to the County on design specifications of the Project.

**Developer** – Developer shall mean a single private sector participant which will be the sole contracting party with Miami-Dade County and the person primarily responsible for the procurement and delivery of the Project.

**Developer’s Project Manager** – Employed by the Developer and responsible for overseeing the construction of the Courthouse facility.

**Eligible Financial Institution** – A bank or financial institution having long-term, unsecured debt ratings of not less than “A/A2” from two of the major national ratings agencies (Fitch Ratings, Moody’s Investor Services and Standard & Poor’s Ratings Group).

**Eligible Surety** – A bonding surety licensed in the State, listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” rated “A/A2” or higher by at least two nationally recognized rating agencies (Fitch Ratings, Moody’s Investor Service and Standard & Poor’s Ratings Group) or rated at least A, Class VII or better according to A.M. Best’s Financial Strength Rating and Financial Size.

**Equity Funding Letter** – Used as supporting evidence of the Equity Member’s commitment to the funding of the Project.

**Equity Member** – Means each member of a Respondent Team that will contribute shareholders’ equity to the Developer as part of the financing plan for the Project.

**Final Acceptance** – In relation to the design and construction of the Project shall mean the occurrence of all of the events and satisfaction of all of the conditions to be set forth in the relevant section of the Agreement, as and when confirmed by the County’s issuance of a certificate of Final Acceptance.

**Financial Close** – Date of the signing of all binding financial and lender agreements.

**Financially Responsible Party** – A parent company or affiliate company that will financially support all of the obligations of the Equity Member or Lead Contractor, as applicable, with respect to the Project.

**Florida Statutes** – The codified, statutory laws of the State of Florida.

**Handback Requirements** – Condition of the facility which will be explicitly specified in the Project Agreement.

**High-rise Structure** – A building 75 feet or higher, equipped with elevators.

**Interim Agreement** – The provisional contract that results from the RFP process and which indicates substantial agreement between the parties for the completion of the Project. An Interim Agreement may be used to allow the parties to move forward with the award process until it is superseded by the executed Project Agreement.

**Key Personnel** – The personnel listed in Part B, Volume B, Table B-1 Key Personnel and Duties.

**Lead Contractor** – The Contractor, whether a single entity or a joint venture, primarily responsible for the construction of the Project.

**Lead Contractor’s Project Manager** – Employed by the Lead Contractor and responsible for overseeing the construction of the Courthouse facility.

**Lead Construction Quality Manager** - Responsible for overall management and contract compliance reporting to the Lead Quality Manager of all construction quality elements (e.g., construction inspection and testing) of the Project with authority to stop work.

**Lead Design Quality Manager** - Responsible for overall management and contract compliance reporting to the Lead Quality Manager of all aspects of design quality and for implementation of procedures to ensure all design products are accurate and checked before release with authority to stop work.

**Lead Architectural/Engineering Firm** – The design professional, primarily responsible to design and engineer the Project.

**Lead Operations and Maintenance Firm** – The operations and maintenance provider, whether a

single entity or a joint venture, primarily responsible for maintenance of the Project.

**Lead Operations and Maintenance Manager** – Responsible for overall maintenance and contract administration matters on behalf of the Developer, including safety and environmental compliance following commencement of the maintenance period and interfacing with the County in compliance with the maintenance requirements of the Project Agreement.

**Lead Quality Manager** - Responsible for the overall design, construction and lifecycle quality during the construction phase of the Project, implementing quality planning and training, and managing the team's quality management processes.

**Lifecycle Maintenance** – Maintenance repairs and capital replacement necessary to sustain the Courthouse to the level of operation described in the Technical Provisions.

**Major Non-Equity Member** – Any or all of a Respondent's Lead Architectural/Engineering Firm, Lead Contractor, Lead Maintenance Firm, except where any of these entities qualifies as an Equity Member.

**Major Participant** – Any Equity Member or Major Non-Equity Member. Where any Equity Member or Major Non-Equity Member is a consortium, partnership or joint venture, all general partners or members of consortium, partnership or joint venture shall be Major Participants.

**Notice to Proceed** – Notice given to the Developer that gives the Developer the right to enter, access, and occupy the Site to enable it to fulfill its obligations under the Project Agreement.

**Pre-Submittal Conference** – Conference intended for County staff to introduce the Project to interested parties and to explain the procurement process.

**Project** – All things necessary for, and to be completed by, the selected Developer for the design, construction, financing, operating and maintaining the Courthouse for the term of the Project Agreement.

**Project Agreement** – The contract to design, build, finance, operate and maintain the Project that the County will enter into with the Developer selected through the procurement process.

**Project Team** – All Team Members proposed by a Respondent in the response to this RFQ for the design, construction, financing, operating, maintaining and any other services required for the Project.

**Proposer** – Respondent providing SOQ in response to the RFQ that is short-listed by the County to submit a Proposal.

**Public Private Partnership or P3** - A contractual arrangement between the County and a Developer where the skills and assets of the County and Developer are shared in delivering a service or facility for the use of the general public. In general, P3 delivery methods may include Design-Build-Finance (DBF), Design-Build-Operate-Maintain (DBOM), Design-Build-Finance-Maintain (DBFM), or Design-Build-Finance-Operate-Maintain (DBFOM) or other relevant delivery method permutations. In the case of the Project, it is envisioned that the Developer will be responsible for the Design-Build-Finance-Operations-Maintenance of the Courthouse as defined in the Project Agreement.

**Public Record Law** – The codified, statutory laws of the State of Florida.

**Request for Proposals or RFP** - The solicitation containing more details with respect to the methodology for selection of a single Proposer to deliver the required services and to enter into a Project Agreement or Interim Agreement to deliver the required services.

**Request for Qualifications or RFQ** - The solicitation document containing the details for Respondents to submit their Statement of Qualifications for consideration to be short listed for the RFP process.

**Respondent** – Any member of the Project Team acting on behalf of the Project Team that submits the Statement of Qualifications in response to this RFQ. The Respondent must be a person or legal entity capable of undertaking obligations in the State of Florida at the time of SOQ submittal.

**Respondent Financial Lead** – Respondent’s designated financial lead on the Project that is responsible for coordinating the Project’s financial structure and raising funding.

**Short Listed Respondent** – Respondent that has been selected by the County to proceed into the RFP phase of the Project.

**Site** – The site for the Project which is the excess land to the east of the Miami-Dade County Children’s Courthouse at 155 NW 3 Street, Miami, FL.

**Statement of Qualifications or “SOQ”** - The response to this RFQ from a Respondent on behalf of a Project Team.

**Submission Package** – All required forms, criteria, and requirements in response to this RFQ.

**Substantial Completion** – The words “Substantial Completion” pertaining to the Project shall mean receipt of a Temporary Certificate of Occupancy.

**Sunshine Law** – Series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida.

**Team Member** – Any entity that is a member of a Project Team and is listed on Respondent’s Form D which has been submitted in the Statement of Qualifications in response to this RFQ.

**Technical Provisions** – Included in the Project Agreement and outlines criteria and specifications for the design, construction, maintenance and operation of the Courthouse.

**EXHIBIT 2 – INFORMATION TO BE INCLUDED IN SUBMISSION PACKAGE**

<b>VOLUME A – INTRODUCTION AND ADMINISTRATIVE</b>		
<b>SOQ Component to be Included</b>	<b>Form</b>	<b>RFQ Section Cross Reference</b>
A-1 Transmittal Letter	Form A	Part B, Volume A, A-1
A-2 Executive Summary (not to exceed 5 pages)	--	Part B, Volume A, A-2
A-3 Major Participant Information	Form B	Part B, Volume A, A-3
A-4 Certifications	Form C	Part B, Volume A, A-4
A-5 Local Workforce Compliance Statement	--	Part B, Volume A, A-5
A-6 Teaming Agreements	--	Part B, Volume A, A-6
A-7 Joint and Several Liability Letters	--	Part B, Volume A, A-7
A-8 Lobbyist Registration for Oral Presentation	Form K	Part B, Volume A, A-8
A-9 Submittal Form	Found in BidSync	Part B, Volume A, A-9
<b>VOLUME B – RESPONDENT ORGANIZATION AND KEY PERSONNEL</b>		
<b>SOQ Component to be Included</b>	<b>Form</b>	<b>RFQ Section Cross Reference</b>
B-1 Organization Legal Structure	--	Part B, Volume B, B-1
B-2 Team Member Identification	Form D	Part B, Volume B, B-2
B-3 Major Participant Narrative	--	Part B, Volume B, B-3
B-4 Organizational Charts	--	Part B, Volume B, B-4
B-5 Organizational Integration Narrative	--	Part B, Volume B, B-5
B-6 Communication and Coordination Strategy	--	Part B, Volume B, B-6
B-7 Key Personnel Resumes	--	Part B, Volume B, B-7
B-8 Key Personnel Reference Check	Form J	Part B, Volume B, B-8
B-9 Key Personnel Commitments	--	Part B, Volume B, B-9
<b>VOLUME C – TECHNICAL EXPERIENCE AND CAPABILITY</b>		
<b>SOQ Component to be Included</b>	<b>Form</b>	<b>RFQ Section Cross Reference</b>
C-1 Respondent Experience	Forms F1, F2, F3	Part B, Volume C, C-1
C-2 Technical Narrative	Forms F1, F2, F3	Part B, Volume C, C-2
C-3 Claims Attachment	--	Part B, Volume C, C-3
C-4 Liquidated Damages Attachment	--	Part B, Volume C, C-4
<b>VOLUME D – FINANCIAL QUALIFICATIONS AND CAPABILITY</b>		
<b>SOQ Component to be Included</b>	<b>Form</b>	<b>RFQ Section Cross Reference</b>
D-1 Equity Member Experience	Form G1	Part B, Volume D, D-1
D-2 Financial Experience	--	Part B, Volume D, D-2
D-3 Equity Member Track Record	Form G2	Part B, Volume D, D-3
D-4 Financial Lead Narrative	--	Part B, Volume D, D-4
D-5 Surety Letter and/or Letter of Credit	--	Part B, Volume D, D-5
D-6 Conflict of Interest	Form E	Part B, Volume D, D-6
<b>VOLUME E – FINANCIAL INFORMATION</b>		
<b>SOQ Component to be Included</b>	<b>Form</b>	<b>RFQ Section Cross Reference</b>
E-1 Financial Information Summary	Form H1	Part B, Volume E, E-1
E-2 Financial Statements	--	Part B, Volume E, E-2
E-3 Financially Responsible Party Support Letters	Form H2	Part B, Volume E, E-3
E-4 Financing Party Support Letters	--	Part B, Volume E, E-4
E-5 Equity Funding Letter	--	Part B, Volume E, E-5
E-6 Credit Ratings	--	Part B, Volume E, E-6
E-7 Material Changes in Financial Conditions	--	Part B, Volume E, E-7
E-8 Bankruptcy/Insolvency Proceedings	--	Part B, Volume E, E-8
E-9 Off-Balance Sheet Liabilities	--	Part B, Volume E, E-9
<b>VOLUME F – PROJECT UNDERSTANDING AND APPROACH</b>		
<b>SOQ Component to be Included</b>	<b>Form</b>	<b>RFQ Section Cross Reference</b>
F-1 General Understanding of the Project	--	Part B, Volume F, F-1
F-2 Technical Approach	--	Part B, Volume F, F-2
F-3 Financial Approach	--	Part B, Volume F, F-3

**FORM A – TRANSMITTAL LETTER**

RESPONDENT: [INSERT]

Date: [INSERT]

Miami Dade County  
Internal Services Department

The undersigned (“Respondent”) submits this Statement of Qualifications (“SOQ”) in response to Request for Qualifications (RFQ) No. 00820 (as amended via addenda to the RFQ), issued by Miami-Dade County (the “County”) to design, construct, finance, operate, and maintain a new Civil and Probate Courthouse (the “Project”), through a Public Private Agreement (“Project Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

1. Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:
  - Volume A: Introduction and Administrative
  - Volume B: Respondent Organization and Key Personnel
  - Volume C: Technical Experience and Capability
  - Volume D: Financial Qualification and Capability
  - Volume E: Financial Information
  - Volume F: Project Understanding and Approach
2. Respondent requests the County to evaluate this SOQ for the Project delivery method.
3. Respondent acknowledges receipt, understanding and full consideration of all materials for this RFQ posted on BidSync at [www.bidsync.com](http://www.bidsync.com) and the Civil and Probate Courthouse Project section at the following website <http://www.miamidade.gov/procurement/partnership-opportunities.asp> and agrees to all addenda as listed in BidSync as of the SOQ submittal date.
4. Respondent represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ.
5. Respondent understands that the County is not bound to short-list any Respondent and may reject each SOQ the County may receive. Respondent further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by the Respondent,
6. Respondent agrees that the County will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this SOQ.
7. This SOQ shall be governed by and construed in all respects according to the laws of the

State of Florida.

8. Respondent certifies that it is duly authorized to sign this Form A on behalf of itself and each of the Major Participants.

Respondent's Legal Company Name: \_\_\_\_\_

Respondent's Federal Tax Identification Number: \_\_\_\_\_

Respondent's Operating Address:

\_\_\_\_\_  
 (No.) (Street) (Floor or Suite)

\_\_\_\_\_  
 (City) (State or Province) (ZIP or Postal Code)

State or Country of Incorporation/Formation/Organization: \_\_\_\_\_

[INSERT: appropriate signature block from following pages]

1. Sample signature block for corporation or limited liability company:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. Sample signature block for partnership or joint venture:

Respondent's name: \_\_\_\_\_

By: [Insert general partner's or member's name]

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

Respondent's name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Attorney in Fact

**FORM B – MAJOR PARTICIPANT INFORMATION**

<b>RESPONDENT</b>	
<b>RESPONDENT FEIN</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	

<b>MAJOR PARTICIPANT NAME</b>	
<b>MAJOR PARTICIPANT FEIN</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	

<b>MAJOR PARTICIPANT NAME</b>	
<b>MAJOR PARTICIPANT FEIN</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	

**FORM C – CERTIFICATIONS**

*Complete one form for each Major Participant signed by a duly authorized representative of such Major Participant.*

NAME OF RESPONDENT: \_\_\_\_\_

NAME OF MAJOR PARTICIPANT: \_\_\_\_\_

As used herein, the term “affiliate” includes direct parent companies, subsidiaries at any tier, organizations under ownership and control of the same parent company, joint venture members and partners, (but only as to activities of joint ventures and partnerships involving Respondent, any Equity Member or any Major Non-Equity Member as a joint venture member or partner and not to activities of other joint venture members or partners not involving Respondent, any Equity Member or any Major Non-Equity Member) and other financially liable or responsible parties for the Respondent, except those that, within the past ten (10) years, (a) have not engaged in business or investment in North America and (b) have not been involved, directly or indirectly, in debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed on Form G-2. If a response or portion of a response cannot be provided due to a confidentiality agreement, protective order or similar document related to that matter, Respondent should indicate such in the response below.

1. Has the Major Participant or any affiliate or any **current** officer thereof, been indicted or convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or material misrepresentations, or receiving stolen property, collusion, conspiracy or other contract-related crimes or violations or any other felony or serious misdemeanor within the past ten (10) years?

Yes  No

If yes, please explain:

2. Has the Major Participant or any affiliate ever sought protection under any provision of any bankruptcy act within the past ten (10) years?

Yes  No

If yes, please explain:

3. Has the Major Participant or any affiliate ever been disqualified, removed, debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from performing work for the federal government, any state or local government or any foreign governmental entity within the past ten (10) years?

Yes  No

If yes, please explain:

4. Has any construction project performed or managed by the Major Participant or any affiliate involved repeated or multiple accidents or other failures to comply with safety rules, regulations, or requirements within the past ten (10) years?

Yes  No

If yes, please identify the Major Participant or affiliate and the project(s), provide an explanation of the circumstances, and provide owner contact information, including current telephone and fax numbers and email addresses.

5. Has the Major Participant or any affiliate been found, adjudicated or determined by any federal or state court or agency (including the Occupational Health and Safety Administration) to have violated any laws or regulations relating to worker safety within the past ten (10) years?

Yes  No

If yes, please explain:

6. Has the Major Participant or any affiliate been found, adjudicated or determined by any federal or state court or agency (including the Equity Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Florida governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 200 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Michigan-Florida law within the past ten (10) years.

Yes  No

If yes, please explain:

7. Has the Major Participant or any affiliate been found, adjudicated or determined by any federal or state court or agency (including the Environmental Protection Agency) to have violated any laws or regulations relating to protecting the environment within the past ten (10) years?

Yes  No

If yes, please explain:

8. Has the Major Participant or any affiliate been found, adjudicated, or determined by any state court, state administrative agency, federal court or federal agency, including the Department of Labor, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including payment to health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation within the past ten (10) years?

Yes  No

If yes, please explain:

9. Has the Major Participant or any affiliate been determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract during the past ten (10) years with respect to any transportation project?

Yes  No

If yes, please identify (for each instance) the Major Participant or affiliate determined liable and the project name, provide an explanation of the circumstances and provide owner contact information, including telephone and fax numbers and email addresses.

10. Has the Major Participant or any affiliate been terminated for cause or default during the past ten (10) years with respect to any transportation project?

Yes  No

If yes, please identify (for each instance) the Major Participant or affiliate terminated for cause and the project name, provide an explanation of the circumstances and provide owner contact information, including telephone and fax numbers and email addresses.

11. Has the Major Participant or any affiliate been involved in any arbitration, litigation, dispute review board or other formal dispute resolution involving a courthouse, justice or High-rise Structure related project proceeding occurring in the past ten (10) years where the amount in dispute is in excess of the lesser of (a) 2% of the original contract value or (b) if contract value in excess of \$250 million, \$500,000?

Yes  No

If yes, please provide a brief description (including the resolution) of each qualifying arbitration, litigation, dispute review board or other dispute resolution proceeding. For each instance, identify an owner's representative with a current telephone and fax

number and email address.

12. With respect to each of Questions 1-11 above, if not previously answered or included in a prior response on this form, is any claim, formal investigation, suit, indictment or other criminal or civil proceeding currently pending against the Major Participant or any affiliate that could result in the Major Participant or affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-11 above or subject to disqualification, removal, debarment, suspension, proposal for debarment, ineligibility or voluntary exclusion from performing work by the federal government, any state or local government, or any foreign government entity?

Yes  No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-11 above.

13. Certify by checking 'Yes' that no attempt has been made and that no attempt will be made to induce any firm or person to refrain from responding to the RFQ.

Yes

14. Certify by checking 'Yes' that Major Participant's response to the RFQ is made in good faith and is not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a noncompetitive response.

Yes

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Major Participant's official representative:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**FORM E – CONFLICT OF INTEREST STATEMENT**

*Complete one form for each Major Participant signed by a duly authorized representative of such Major Participant.*

**CONFLICT OF INTEREST STATEMENT**

\_\_\_\_\_ (Major Participant Name) certifies that it has read and understands the following:

1. The Major Participant and its team members and Affiliates are aware of and understand the requirements of law relating to conflicts of interest including, but not limited to, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.
2. The Major Participant and its team members and Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the Project, that would conflict or appear to conflict in any manner with the performance of the services under this Project Agreement.
3. The Major Participant and its team members and Affiliates agree not to provide any services to any entity that may have an adversarial interest on the Project, for which it has provided services to the County. The Major Participant and its team members and Affiliates agree to disclose to the County all other interests that the Major Participant, its team members, or sub consultants have or contemplate having during the term of the Project Agreement. In all situations, the Commission on Ethics and Public Trust or the County will decide if a conflict of interest exists. If the Major Participant, its team members, and its Affiliates choose to retain the interest constituting the conflict, the County may terminate the Project Agreement for cause in accordance with the provisions stated in the Project Agreement.

- No Conflict for Project:** Based on the foregoing, the Major Participant certifies that no conflict exists with the subject project for it, or any of its team members or Affiliates

**OR**

- Disclosure of Conflict with Project:** Based on the foregoing, the Major Participant certifies that a potential conflict as defined in the County Ordinance does or may exist for it with for the Project or any of its team members or Affiliates. To the extent a conflict as defined in the County Ordinance is identified and the Ordinance requires an opinion from the Commission on Ethics and Public Trust, such opinion has been requested and is attached along with information to describe the potential conflict.

This form, and any attachments, must be certified by a person from the Major Participant who has contracting authority.

Certified by: Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_







**FORM G1 – EQUITY MEMBER EXPERIENCE**

- a) List the experience of an Equity Member who will be an Equity Member of Developer. For entities that are funds, the experience from other funds and vehicles under common management may be included.
- b) List all applicable projects (maximum of ten) in the last ten (10) years identified in response to RFQ Part B, Section D-2.
- c) List only projects where the Equity Member or a Controlled Subsidiary of such Equity Member held at least 15% of equity ownership in the project.

COMPANY NAME	PROJECT NAME AND LOCATION	PROJECT SIZE (1) & (2)	DEBT AMOUNT & SOURCE (2) & (3)	DATE OF FINANCIAL CLOSE	CONSTRUCTION START DATE	% OF WORKS COMPLETED BY JAN 2018	LEVEL OF COMPANY'S PARTICIPATION (4)	TYPE OF PAYMENT MECHANISM (5)	FINANCIAL REFERENCE CONTACT (NAME, COMPANY, TITLE, PHONE, EMAIL)
Example: Company Name	Example Highway	950,000	\$750,000 [senior bank debt]	01/01/2010	04/15/10	100	\$100,000 (\$100,000; 50% shareholding of project company)	Availability Payment	

Notes:

- 1) Project size means the total amount of the project financed under private finance/project finance scheme (i.e., without public debt, public equity or capital grants).
- 2) In thousands United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate 30 business days before the SOQ Due Date, including the benchmark on which the exchange rate is based.
- 3) Include in brackets the type of debt (TIFIA, bonds unwrapped or wrapped, bank debt, etc.).
- 4) Show company's amount of equity investment in United States Dollars as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Please indicate separately the United States Dollar amount and percentage to which the company's equity investment bears to the total of all private shareholders' equity investments for the listed project.
- 5) Specify the type of payment mechanism used (availability payment, revenue risk collections, or combinations of these mechanisms).

**FORM G2 – EQUITY MEMBERS’ TRACK RECORD\***

	NORTH AMERICAN PROCUREMENTS IN PAST 5 YEARS		GLOBAL PORTFOLIO OF INVESTMENTS IN PROJECTS WITH PUBLIC OWNERS IN PAST 5 YEARS	IDENTIFICATION & EXPLANATION OF CHANGES IN EQUITY PARTICIPATION
	(i) How many times was the Equity Member short-listed in a public-sector procurement involving private financing, or otherwise invited to submit a proposal (individually or as a member of a team), for a North American project involving more than \$250 million of capital works?	(ii) With respect to those procurements cited in (i): (1) How many have not yet required final proposals to be submitted? (2) How many times has the Equity Member (individually or as a member of a team) submitted a compliant, final proposal as an Equity Member?	(iii) How many times the Equity Member was an equity investor in projects at the time of financial close? Please only include projects with public sector owners and that involved than \$250 million of capital works.	(iv) Identify the project name and public-sector owner of those procurements cited in (i) but not in (ii).  Provide a brief, explanation for not submitting a compliant final proposal or for not remaining as an equity investor in a team that submitted a compliant final proposal (as applicable).  Explanations may be attached in a separate sheet if necessary.
<b>Equity Member 1</b>		(1) (2)		
<b>Equity Member 2</b>		(1) (2)		

\*List the track record for all Equity Members (adjust the number of rows as applicable). If the Equity Member is an investment fund, please include the track record of affiliated funds (those under common management).

Please include projects for which Proposals were submitted within the past 5 years, even if short-listing occurred longer than 5 years ago.

**FORM H1 – FINANCIAL INFORMATION SUMMARY**

COMPANY AND YEAR ENDED	ROLE ON THE RESPONDENT AND PERCENTAGE OWNERSHIP IF EQUITY MEMBER	SHAREHOLDERS	TOTAL REVENUES	PRE-TAX PROFIT	RELEVANT REVENUES (3)	FIXED ASSETS	TOTAL ASSETS (4)	CONTINGENT LIABILITIES (6)	LONG-TERM LIABILITIES	SHORT-TERM LIABILITIES	NET WORTH	TANGIBLE NET WORTH	GEARING (5)

(\*) The Chief Financial Officer or a duly authorized representative from each reporting entity must certify the information on this Form as complete, true and accurate by signing Form H1, or alternatively, may provide a separate certification. Information should be derived from audited financial statements where possible. Audited financial statements will prevail over this table.

(\*\*) Expressed in thousands (000s) of United States Dollars. Where applicable, companies should indicate the conversion to United States Dollars, using the exchange rate prevailing on the last day of each financial year. Please identify the benchmark on which the exchange rate is based.

Notes:

- 1) Provide details for each of the three most recent fiscal years. Multiple forms may be used.
- 2) List shareholders, equity members partners or equivalent holding a 15% or greater interest in the company (indicate their percentage interest), as well as those having the right to appoint one or more board director(s). If such interest is held by a holding company, a shell corporation or other form of intermediary, also identify the ultimate or parent entity.
- 3) Relevant revenue consists of revenue from build-finance, DBF, DBFO, DBFM and DBFOM contracts on courthouses, High-rise Structures -and/or other vertical structures of comparable scope and complexity ~~construction projects~~.
- 4) Excludes goodwill and intangibles.
- 5) Gearing = Long-Term Liabilities / Net Worth.
- 6) Contingent Liabilities may be provided as an attachment to Form H1.

**FORM H2 – FINANCIALLY RESPONSIBLE PARTY INFORMATION**

Name of Respondent:

\_\_\_\_\_

Name of Subsidiary Entity:

\_\_\_\_\_

Name of Financially Responsible Party:

\_\_\_\_\_  
\_\_\_\_\_

Year Established: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

Business Organization (check one):

Corporation (If yes, then indicate the jurisdiction of incorporation:  
\_\_\_\_\_ )

Partnership

Joint Venture/Consortium

Limited Liability Company

Other (describe):

Contact Person:

\_\_\_\_\_

Headquarters

\_\_\_\_\_

Business

\_\_\_\_\_

Address of Office Performing Work:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

E-mail address:

\_\_\_\_\_

Under penalty of perjury, I certify that the foregoing is true and correct and that I am the duly authorized [**officer title**] of the parent company entity to which this form relates:

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



**FORM J – REFERENCE CONTACT INFORMATION - KEY PERSONNEL**

Key Personnel Position	Name of Individual and Title	<del>Major Participant Currently Employing Individual</del> <u>Employing Firm Name</u>	Reference Name, Title, Project Name, Telephone Number & Email Address <sup>1</sup>
Developer's Project Manager			1. 2. 3.
Lead Contractor's Project Manager			1. 2. 3.
Lead Architectural/Engineering Firm's Design Manager			1. 2. 3.
Lead Contractor's Construction Manager			1. 2. 3.

Key Personnel Position	Name of Respondent <del>Individual</del> <u>Name of Individual and Title</u>	Employing Firm Name	Reference Name, Title, Project Name, Telephone Number & Email Address <sup>1</sup>
Lead Quality Manager			1. 2. 3.
Lead Design Quality Manager			1. 2. 3.
Lead Construction Quality Manager			1. 2. 3.
Lead Operations and Maintenance Manager			1. 2. 3.

<sup>1</sup> Provide three references for each position identified in Table B-1. Please refer to RFQ Part B, Volume B, Section B-8.

Form K

AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Solicitation Title: Solicitation No.:

(2) Department:

(3) Proposer's Name:

Address: Zip:

Business Telephone: ( ) E-Mail:

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Table with 4 columns: Name, Title, Employed By, Email Address. Multiple empty rows for data entry.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: Title:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this

by, a, who is personally known (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank) (Serial Number, if any)