

**MIAMI-DADE COUNTY, FLORIDA
NOTICE TO PROFESSIONAL CONSULTANTS
MIAMI-DADE COUNTY SEAPORT DEPARTMENT
BOND ENGINEERING SERVICES
OCI PROJECT NO. E09-SEA-02**

The County Mayor, Miami-Dade County (County), pursuant to Section 287.055, Florida Statutes, 2-8.1 and 2-10.4 of the County Code and Administrative Order 3-39, announces that professional architectural and engineering (A/E) services will be required for Bond Engineering Services for the Miami Dade Seaport Department (SEA).

TABLE OF CONTENTS

DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES.....	2
1.1 Definitions	1.13 Local Preference
1.2 Scope of Services	1.14 Confidential Information
1.3 Teaming Restrictions	1.15 Conflict of Interest Related To
1.4 Pre-Qualification Requirements	Section 2-11.1 Of The Code Of Miami-Dade
1.5 Work History Disclosure	County, Florida
1.6 A/E Technical Certification Requirements	1.16 Professional Services Draft Agreement
1.7 Contract Measure(s)	(PSA)
1.8 Schedule	1.17 Sustainable Building Program
1.9 Additional Information/Addenda	1.18 Vendor Registration
1.10 NTPC Availability	1.19 Public Entity Crimes
1.11 Applicable Legislation	1.20 Lobbyist Contingency Fees
1.12 Cone of Silence	
DIVISION 2.0 PROPOSAL REQUIREMENTS.....	11
2.1 Format and Contents	
2.2 Submittal Requirements	
2.3 Postponement/Cancellation	
2.4 Costs Incurred by Proposers	
DIVISION 3.0 EVALUATION/SELECTION PROCESS.....	16
3.1 Introduction	
3.2 Selection Process	
3.3 Proposal Evaluation	
ATTACHMENTS:	
Miami-Dade County LOQ, OCI Forms Nos. 6 EQ, 6 REFERENCE, 7 REFERENCE, 8 REFERENCE, 3, and 5.	
Exhibit "A"	Community Business Enterprise (CBE) Provisions
Exhibit "B"	Professional Services Draft Agreement (PSA)

DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES

1.1 DEFINITIONS

The following definitions, as well as additional terms necessary for understanding the provisions of this solicitation are defined in Administrative Order 3-39, which may be obtained on the Internet at www.miamidade.gov, or from the Clerk of the Board, refer to Division 2.2 for location.

- a) **A/E** means architectural and engineering.
- b) **Competitive Selection Committee** or **CSC** as defined in Section 2-10.4 (5) of the Code, shall be the committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for the specific project and select the most qualified firm (s) to perform the services.
- c) **Consultant** means the respondent that receives an award of a Contract from the County as a result of this solicitation, which is also to be known as "Prime Consultant".
- d) **Contract** is synonymous with the term "Agreement", an Agreement refers to the Professional Services Agreement (PSA).
- e) **Letter of Qualification (LOQ)** is a two-page document identified in this NTPC, which will be utilized by Miami-Dade County to obtain information from architecture and engineering (A&E) firms about their qualifications. Subject LOQ is required to be submitted on or before the deadline for receipt of proposals.
- f) **Multiple Projects Contract** is a contract for a "project" which constitutes a grouping of minor or substantially similar construction, rehabilitation or renovation activities as defined in Section 2-10.4(1)(e)(1) and (2), Code of Miami-Dade County.
- g) **Non-Responsive** means a proposer who in the County's sole discretion, has not complied with all of the material requirements outlined in the solicitation, as applicable, and may not be considered for contract award.
- h) **NTPC** means Notice to Professional Consultants, and denotes a document soliciting professional services which contains a description of the scope of services, technical certification requirements, contract measures established for the subject project, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.
- i) **OCI** means the Miami-Dade County Office of Capital Improvements.
- j) **Pre-Qualification Certification** means an annual certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services, for firms serving as prime consultant or sub-consultant, pursuant to Miami-Dade County professional services agreements. Pre-Qualification Certification is the consolidation of the various certification processes into one streamlined process and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of the basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by the Office of Capital

Improvements (OCI). Pre-Qualification approval is granted to firms who have received approval from OCI on all the required certification processes outlined above.

- k) **Project Specific Contract** is a contract for professional services for work of a specified nature, study or planning activity, as defined in Section 2-10.4(1)(e)(1) and (2), Code of Miami-Dade County.
- l) **Proposer** is synonymous with the words “Submitter” or “Respondent”, means the person, firm, entity or organization submitting a response to this solicitation.
- m) **Responsive** means a proposer who in the County’s sole discretion, has complied with all of the requirements outlined in the solicitation, as applicable.

1.2 SCOPE OF SERVICES

Engineering services are requested to include inspection of Seaport facilities, as well as financial and budgetary records; preparation of the annual bond engineering report, which includes providing recommendations; approvals and certifications; rates and feasibility studies and financial forecast as required under the Seaport Master Bond Ordinance No. 88-66; and 40-year certification reports; reviewing and setting forth recommendations as to any necessary revisions of rates and port tariff structures, to include review of port facility design by others for consistency with facility requirements; adherence to requirements of funding sources; property values for insurance coverage; facilities reserve for maintenance and any supportive tasks ancillary to the primary scope of services.

Prime and/or subconsultants with a current agreement or an open Work/Service Order with Miami-Dade County for design and/or construction management services for Miami-Dade Seaport Department will not be considered for award under this solicitation. In addition, the prime consultant and/or subconsultants selected for award of this solicitation will not be allowed to propose or be considered for any design projects for Miami-Dade Seaport Department advertised during the effective term of this Bond Engineering Services agreement.

One qualified consultant will be retained under a non-exclusive Professional Services Agreement for an effective term of three (3) years, plus one-year option to extend for professional services requested during the initial term, which equals four (4) years. This one (1) year option to extend is based solely on the approval of the County Mayor or County Mayor’s designee. Maximum compensation is \$1,500,000, plus contingency in accordance with Ordinance 00-65. No minimum amount of work or compensation will be assured to the retained consultant. The County reserves the right to re-use the work projects of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

EXPERIENCE AND QUALIFICATIONS:

The prime must demonstrate experience in the below listed area. **Information regarding the experience and qualifications for the prime must be included in OCI Forms 6EQ as indicated in Section 2.1.**

- 1) The prime consultant must have experience in the field of port and waterway systems and performing bond consulting services for comparable sized revenue generating Miami-Dade County departments.

This expertise must be met by qualified individual(s) of the prime consultant’s firm. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the project manager level or above in these projects. The determination of the individual’s qualifications and compliance

with the above experience and qualifications shall be at the sole discretion of the County.

The Competitive Selection Committee may not evaluate proposals from firms that they determined failed to meet the above experience and qualifications.

1.3 TEAMING RESTRICTIONS

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

1. Consultants electing to submit as a prime firm may only respond once to a solicitation, limited to participation on a single team. If submitting as a prime firm, said firm may not participate as a sub-consultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions.
2. Due to the availability of firms in each of the specified A/E technical certification categories, A/E sub-consultants may only participate on three (3) teams when responding to a solicitation.
3. Due to the limited availability of firms to provide services for technical certifications 3.12 Highway Systems – Underwater Engineering Inspection and 5.02 Port and Waterway Systems – Architectural Design, sub-consultants may participate on more than three (3) teams for these categories of service.

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

1.4 PRE-QUALIFICATION REQUIREMENTS

All firms and/or individual consultants properly licensed to provide engineering, architectural, landscape architectural, land surveying and mapping services, (A/E) regardless of their individual assignments in connection with this project, and responding to this solicitation must have filed with the Office of Capital Improvements (OCI), a pre-qualification package and have an approved pre-qualification status from OCI, in accordance with Chapter 2, Section 2-10.4 and Administrative Order 3-39 of Miami-Dade County, by the response deadline of this solicitation. Firms and/or individual consultants are required to have and maintain an approved pre-qualification certification status at the time of submittal to this "Notice to Professional Consultants", throughout the selection process, at time of award, and throughout the duration of the contract term without any lapses.

Interested A/E firms **MUST** secure the required pre-qualification certification, which includes, but may not be limited to technical certification, affirmative action plan verification and vendor registration, prior to the submittal date.

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

1.5 WORK HISTORY DISCLOSURE

Work History Disclosure (WHD) and Supplement forms are not required to be submitted with the proposal. Any

mrc - P:\PASA\ENGINEERING PROJECTS\2009 Engineering Projects\E09-SEA-02\Advertising - NTPC\Sub-Folder Advertising - NTPC – FINAL 09.15.09.

firm proposing on this solicitation who has not previously submitted a WHD is required to submit WHD forms to the Small Business Development Department 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128, Attention: Ms. Patrice King prior to the submittal date. New firms requesting pre-qualification certification with Miami-Dade County to provide engineering, architectural, landscape architectural, land surveying and, mapping services are required to submit WHD forms to the Small Business Development Department with their Prequalification package. Ms. Patrice King may be contacted at (305) 375-3103 for additional information.

1.6 A/E TECHNICAL CERTIFICATION REQUIREMENTS

5.01 Port and Waterway Systems – Engineering Design (PRIME)

14.00 Architecture (PRIME)

3.12-Highway Systems - Underwater Engineering Inspection

5.02-Port and Waterway Systems – Architectural Design

10.01-Environmental Engineering – Stormwater Drainage Design Engineering Services

11.00-General Structural Engineering

12.00-General Mechanical Engineering

13.00-General Electrical Engineering

16.00-General Civil Engineering

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the “prime consultant”. The **Prime Consultant** will be held responsible for the coordination of all work and must hold technical certification in Categories **5.01 Port and Waterway Systems – Engineering Design** and **14.00 Architecture**. Joint ventures shall not be allowed. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, the individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For questions regarding Miami-Dade County's A/E Technical Certification, that are not related to this project and Certification Committee meeting dates, please contact Jamila Gibson, Office of Capital Improvements, (305) 375-4784. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the following website: http://www.miamidade.gov/oci/library/pqc-tc_schedule.pdf.

1.7 CONTRACT MEASURE(S)

The Miami-Dade County Community Business Enterprises (CBE) contract participation provisions (Exhibit A) are as follows:

1 AGREEMENT – 10% CBE MEASURES

Proposed participating CBE firms must have a valid Miami-Dade County CBE certification by the response deadline of this solicitation. If selected, participating CBE firms must have a valid CBE certification at the time of award of the contract and throughout the contract term(s). Proposers are advised that the CBE certification process takes approximately eight weeks to complete.

mrc - P:\PSA\ENGINEERING PROJECTS\2009 Engineering Projects\E09-SEA-02\Advertising - NTPC\Sub-Folder Advertising – NTPC – FINAL 09.15.09.

All required CBE documents included in the Participation Provisions Package, of this solicitation, must be completed and submitted. Failure to submit the required documentation may render the proposal non-responsive.

1.8 SCHEDULE

The anticipated schedule for this solicitation and contract approval is as follows:

NTPC available for distribution:	September 15, 2009
Pre-Submittal Project Briefing:	September 22, 2009 at 10: 00 AM
Location:	Stephen P. Clark Center 111 NW 1 st Street, 10th Floor Citizen's Independent Transportation Trust (CITT) Main Conference Room Miami, Florida, 33128
Deadline for receipt of questions:	September 28, 2009, at 5:00 P.M. (Local Time)
Deadline for receipt of proposals:	October 09, 2009 at 3:30 P.M. (Local Time)
Location:	Miami-Dade County, Clerk of the Board Stephen P. Clark Center 111 NW 1 st Street, 17 th Floor, Suite 17-202 Miami, Florida, 33128
First-Tier & Second Tier Meetings:	Anticipated for the week of October 26 and November 9, 2009, respectively.
Consultant Coordinator:	Mike Ramos
Address:	111 N.W. 1 st Street, Suite 2130 Miami, FL 33128
Telephone:	(305) 375-5215
Fax:	(305) 350-6265
E-Mail:	ramosmi@miamidade.gov

All questions in connection with this project shall be in writing and addressed to the Consultant Coordinator, with a copy filed with the Clerk of the Board. Requests for copies of all public documents may be obtained from the above referenced Consultant Coordinator.

While attendance is not mandatory, interested parties are encouraged to attend the **Pre-Submittal Project Briefing**. This meeting provides interested parties a more detailed scope of the requested services, response requirements, and provides any necessary clarifications prior to the response deadline. Proposers are encouraged to submit any questions in writing, to the Consultant Coordinator no less than **three (3)** working days in advance of the pre-submittal project briefing date.

1.9 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the County's A&E Consultant Coordinator for this NTPC. Subject requests must be submitted no later than the deadline for receipt of questions specified in Section 1.8, Schedule. The request must contain the OCI project number and title,

Proposer's name, name of Proposer's contact person, address, phone number, facsimile number, and e-mail address.

Electronic facsimile or e-mail requesting additional information will be received by the A&E Consultant Coordinator at the fax number or e-mail address specified in **Section 1.8** above.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanations other than those made in this NTPC or in any written addendum to this NTPC. Where there appears to be conflict between the NTPC and any Addenda issued, the last Addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all Addenda. Proposers are required to acknowledge the number of Addenda received as part of their proposals in the Letter of Qualifications.

Proposers who obtain copies of this NTPC from sources other than the County's website risk the potential of not receiving Addenda, since their names will not be included on the Vendor List for this particular NTPC. Such Proposers are solely responsible for those risks.

1.10 NTPC AVAILABILITY

A copy of the NTPC, forms and accompanying participation provisions, as applicable may be obtained from the Office of Capital Improvements Architectural & Engineering Unit located at 111 NW 1st Street, 21st Floor, Miami, Florida 33128. The phone and fax numbers respectively for the unit are (305) 375-2307 and (305) 350-6265. A solicitation notification will be forwarded electronically to all consultants who are pre-qualified with Miami-Dade County and have included an e-mail address on their vendor registration form. It will also be e-mailed to those that have vendor enrolled. The NTPC and accompanying documents may be obtained online at <http://www.miamidade.gov> and click on "Procurement Solicitations" for additional information on how to do business with Miami-Dade County.

1.11 APPLICABLE LEGISLATION

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

ORDINANCES

- **03-27--**Cone of Silence
- **03-107--**Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- **07-65--** Sustainable Building Program

RESOLUTIONS

- **R-1049-93**--Affirmative Action Plan Furtherance and Compliance
- **R-385-95**--Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution **R-182-00**
- **R-894-05**--Independent Private Sector Inspector General (IPSIG) Services
- **R-744-00**--Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the project.
- **R-185-00**--Domestic Violence Leave requirements are a condition of award
- **R-273-05**-- Public Involvement Planning (PIP)

ADMINISTRATIVE ORDERS

- **3-20**--Independent Private Sector Inspector General (IPSIG) Services
- **3-26**--Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services.
- **3-32**--Community Business Enterprise Program
- **3-34**--Formation and Performance of Selection Committee
- **3-39**--Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting

MIAMI-DADE COUNTY CODE

- **Section 2-1076**--Office of the Inspector General
- **Section 2-8.5** --Local Preference
- **Section 2.11.1**--Conflict of Interest and Code of Ethics

Copies of the aforementioned Ordinances, Resolutions and Miami-Dade County Code may be obtained at the Clerk of the Board's Office (refer to Division 2.2 for location).

1.12 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon 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 Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential 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 selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure

- already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; 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.

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

1.13 LOCAL PREFERENCE

The evaluation and ranking of proposals is subject to Sections 2-10.4 and 2-8.5 of the Miami-Dade County Code, which, except where Federal and State law mandates to the contrary, provides that a preference be given to local businesses. A local business, for the purposes of this Section, shall be defined as a Proposer which meets all of the following:

1. A business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. A business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.); and
3. A business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with either of the following objective criteria as of the proposal submission date stated in the solicitation:
 - (a) retention or expansion of employment opportunities in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

For architectural and engineering professional service solicitations, if two firms, one local and one non-local are within 5% of each other's ranking, the local firm will proceed to negotiations with the County. In the case of a two-tier evaluation process, the local preference shall also apply at the conclusion of the first-tier to allow eligible local proposers within 5% of the top ranked firms selected to advance to the second-tier evaluation to also participate in the second-tier review. Local preference is only applicable to the Prime firm. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations. The

Proposer shall complete, sign and submit Miami-Dade County OCI Form No. 3 “Local Business Preference Affidavit”

1.14 CONFIDENTIAL INFORMATION

The Proposer or Bidder shall not submit any information in response to this solicitation which the Proposer or Bidder considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder or Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid or proposal as protected or confidential, the County shall endeavor to redact and return that information to the Bidder or Proposer as quickly as possible, and if appropriate. The County will then evaluate the balance of the bid or proposal. The redaction or return of information pursuant to this clause may render a bid or proposal non-responsive.

1.15 CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY

If any consultant has any questions regarding conflicts of interest, the question(s) shall be submitted by the Prime Consultant prior to the submittal date, to the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission), 19 West Flagler Street, Suite 820, Miami, FL 33130, Attention: Robert Meyers, Executive Director, for evaluation as to any possible conflicts of interest, and copied to Mike Ramos, A&E Consultant Selection Coordinator, OCI, at ramosmi@miamidade.gov. Determinations by the Ethics Commission shall be rendered prior to the negotiation authorization recommendation being issued to the County Mayor or County Mayor’s designee and shall be deemed final. Any Prime Consultant, sub-consultants, or members found to have a conflict of interest will render the Prime Consultant’s submittal non-responsive.

1.16 PROFESSIONAL SERVICES DRAFT AGREEMENT (PSA)

Proposers are invited to carefully review the draft PSA that is included in this NTPC. Please forward any comments and/or questions in writing to the Project Coordinator, with a copy to the Clerk of the Board, prior to the conclusion of this selection process. This draft PSA, together with the proposers’ comments and/or questions, if any, will be discussed during the negotiation meeting/s with the selected consultant.

1.17 SUSTAINABLE BUILDING PROGRAM

The primary mechanism for determining compliance with the program shall be the U. S. Green Building Council’s LEED Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County’s Sustainability Manager.

- New Construction: All new construction projects shall be required to attain “Silver” or higher level rating under the LEED-NC Rating System.
- Major Renovations & Remodels: All major renovations/remodels shall attain “Certified” or higher level rating under the LEED-NC Rating System.
- Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain “Certified” or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.
- Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to

incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

1.18 VENDOR REGISTRATION

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective July 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Proposer. The Proposer is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

1.19 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 proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.20 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 Manager 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.

DIVISION 2.0 PROPOSAL REQUIREMENTS

2.1 FORMAT AND CONTENTS

- Proposers should carefully follow the format and instructions outlined herein. LOQs must be submitted in paper format only. One original paper LOQ including the signature of the firm's authorized representative is required. Please refer to Section 2.2 for the amount of copies to be submitted. **EACH PROPOSAL SHALL CONSIST OF THE FOLLOWING DOCUMENTS TO BE SUBMITTED IN THE**

FOLLOWING ORDER:

- Letter of Qualification (two (2) page document)
- Resumes (two (2) page resume for all assigned personnel)
- Form 6 – EQ – Prime Consultant’s Experience and Qualifications
- Form 6 – Reference - Prime Consultant’s Reference for Similar Type Projects
- Form 7 – Reference - A&E Sub-Consultant’s Reference for Similar Type Projects
- Form 8 – Reference - Non A&E Sub-Consultant’s Reference for Similar Type Projects
- Table of Organization
- Form 3 – Local Preference Affidavit
- Form 5 – Lobbyist Registration Form
- Completed CBE forms and/or documentation, as applicable

Every firm or team of firms, whether a sole respondent, a prime consultant firm, or a sub-consultant firm, **MUST BE RESPONSIVE TO ALL** applicable items contained in the following sections. Proposers shall **NOT MODIFY** any of the forms provided and **MUST SUBMIT** in their proposal the completed forms listed below. Failure to provide all of the requested information may deem your proposal non-responsive.

EACH PROPOSAL (ORIGINAL AND COPIES) SHALL BE BOUND AND CONSIST OF THE FOLLOWING.

1. LOQ

LOQ instructional sheet is provided with the LOQ form together with a sample of said document. This form together with all other OCI applicable forms are available on Miami-Dade County’s web page at the following link: http://www.miamidade.gov/oci/AandE_forms.asp

Proposers are advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual subconsultant(s) after the response deadline specified herein, will only be allowed at the discretion of Miami-Dade County. In no circumstances shall a change be allowed which results in a proposer gaining a competitive advantage over the other proposers.

THE COUNTY, AT ITS SOLE DISCRETION, MAY DEEM RESPONDENTS WHO DO NOT ADHERE TO THE LOQ TWO (2) PAGE MAXIMUM NOT IN COMPLIANCE. NOTE THAT THIS MAY RESULT IN THE TEAM’S DISQUALIFICATION FROM FURTHER EVALUATION.

2. Two (2) Page Resume for All Assigned Personnel.

Resumes must be submitted for all assigned personnel participating on the project and denoted in the LOQ. Resumes must be paginated and must include the assigned personnel’s name at the top of each page.

Additional assigned personnel which do not adequately fit in the space provided in the LOQ may be added on an additional sheet to be appended to the LOQ.

3. Form 6 – EQ – Prime Consultant’s Experience and Qualifications

4. Form 6 – References - Prime Consultant's References for Similar Type Projects
5. Form 7 – References - A&E Sub-Consultant's References for Similar Type Projects
6. Form 8 – References - Non A&E Sub- Consultant's References for Similar Type Projects
7. **Table of Organization (TO):** A TO is required to be submitted by the Prime. The TO shall include the following information:
 1. Identify all the firms on the team as listed on LOQ with their Federal Employer Identification Number (FEIN). **PLEASE BE ADVISED THAT MIAMI-DADE COUNTY CONSIDERS EVERY COMPANY HAVING DIFFERENT FEINs, A SEPARATE LEGAL ENTITY, FOR PURPOSES OF SATISFYING THE APPLICABLE REQUIREMENTS OF THIS SOLICITATION**
 2. List all assigned personnel and professional services including Miami-Dade County's Technical Certification categories for each team member, in connection with this project.
8. **Local Business Preference Affidavit (Form 3)** shall be completed and provided by the prime claiming local preference in Miami-Dade County. Proposers must complete, sign and notarize the form and attach applicable documents. Local preference is only applicable to the prime firm.
9. **Lobbyist Registration (Form 5)** shall be submitted listing all members of the presentation team who will be participating in Second-Tier (oral presentations) for the proposal. An amended Lobbyist Registration Form must be submitted to the Clerk of The Board (COB) two (2) days prior to the Second-Tier (oral presentations) if additional individuals will be speaking at the subject meeting. The amended form should be titled as AMENDED and should denote those members that have been substituted and/or added with an asterisk. Please make sure to submit the AMENDED form to both OCI and the COB within the above stated time frame. Applicable fees may be required.

Pursuant to the Miami-Dade County's Ethics Commission Rules and Procedures, Section I, subsection 9.7, Selection Committee Registration Requirements, please be advised of the following:

- a. 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 shall list on an affidavit provided by the county, all individuals who may make presentation. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted.
- b. The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board at least two (2) days prior to the oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.
- c. All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the Clerk of the Board of County

Commissioners prior to the oral presentation.

10. CBE forms

FAILURE TO PROVIDE THE INFORMATION REQUIRED BY MIAMI-DADE COUNTY MAY RESULT IN THE NEGATIVE EVALUATION OF THE TEAM OR AT MIAMI-DADE COUNTY'S SOLE DISCRETION, DISQUALIFICATION OF THE TEAM.

PLEASE ENSURE THAT EACH ONE OF YOUR REFERENCES HAS BEEN ADVISED THAT THEY MAY BE CONTACTED BY OCI STAFF OR DESIGNEE TO VERIFY THE INFORMATION PROVIDED IN ANY OF THE FOLLOWING FORMS, AS APPLICABLE:

OCI FORM 6 – REFERENCE – PRIME CONSULTANTS'S REFERENCE FOR SIMILAR TYPE PROJECTS

OCI FORM 7 – REFERENCE – A&E SUB-CONSULTANT'S REFERENCES FOR SIMILAR TYPE PROJECTS

OCI FORM 8 – REFERENCE – NON A&E SUB-CONSULTANT'S REFERENCES FOR SIMILAR TYPE PROJECTS

OCI FORM 6 EQ – PRIME CONSULTANT'S EXPERIENCE AND QUALIFICATIONS

OCI FORM 7 EQ – A&E SUB-CONSULTANT'S EXPERIENCE AND QUALIFICATIONS

OCI FORM 8 EQ – NON A&E SUB-CONSULTANT'S EXPERIENCE AND QUALIFICATIONS

PURSUANT TO A COMMISSION ON ETHICS AND PUBLIC TRUST OPINION DATED MARCH 15, 2005, RESPONDENTS REQUESTING PROFESSIONAL REFERENCES FROM MIAMI-DADE COUNTY EMPLOYEES MUST SUBMIT SAID REQUEST IN WRITING, TO THE ATTENTION OF SUBJECT COUNTY EMPLOYEE, AND COPY THE CLERK OF THE BOARD (COB). NOTE THAT THE COB MAY BE REACHED EITHER VIA E-MAIL AT CLERKBCC@MIAMIDADE.GOV, OR FACSIMILE AT (305) 375-2484.

PURSUANT TO SECTION 2-11.1(P) OF THE MIAMI-DADE COUNTY CODE, COUNTY EMPLOYEES MAY NOT PROVIDE PERSONAL LETTERS OF RECOMMENDATION FOR PROFESSIONAL SERVICES FOR ANY PERSON OR FIRM FOR SUBJECT PROJECT.

THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE MAY IMPOSE THE LOSS OF ELIGIBILITY TO PARTICIPATE IN COUNTY CONTRACTS FOR A SPECIFIED PERIOD OF TIME, NOT TO EXCEED FIVE (5) YEARS, FOR AN APPLICANT, ITS INDIVIDUAL OFFICERS, ITS SHAREHOLDERS WITH SIGNIFICANT INTERESTS, AND ITS AFFILIATED BUSINESSES FOR VIOLATIONS OF OR NON-COMPLIANCE WITH ADMINISTRATIVE ORDER 3-39, INCLUDING THE FALSIFICATION OF INFORMATION PROVIDED IN A PROPOSAL AND/OR CONSULTANT SELECTION DOCUMENTS.

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

Interested firms must submit their proposal in **SEALED ENVELOPES OR CONTAINERS**. All sealed envelopes and/or containers must clearly state on the envelope and/or container the name and number of the project, including the consultant's name, address and telephone number. Each sealed envelope or container shall include **ONE (1) ORIGINAL PAPER PROPOSAL INCLUDING THE SIGNATURE OF THE FIRM'S AUTHORIZED REPRESENTATIVE AND SEVEN (7) COPIES. PROPOSAL COPIES MUST BE SUBMITTED IN PAPER FORMAT.**

All sealed envelopes and containers shall be delivered to the following location:

**Miami-Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, Suite 17-202
Miami, Florida 33128
Attention: Mike Ramos
Re: Project No. E09-SEA-02**

Please note that pursuant to §119.07(3) (m) of the Florida Statutes, all proposals received will become part of the public record ten (10) days after the response deadline.

To preclude a late respondent from having an advantage, economic or otherwise, over the other respondents, all submittals shall be delivered to the Clerk of the Board in Suite 17-202, no later than the response deadline. The Clerk of the Board will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. **All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the proposal will be accepted as timely.**

The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

BE ADVISED THAT ANY AND ALL SEALED PROPOSAL ENVELOPES OR CONTAINERS RECEIVED AFTER THE SPECIFIED RESPONSE DEADLINE MAY NOT BE CONSIDERED.

2.3 POSTPONEMENT/CANCELLATION

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

2.4 COSTS INCURRED BY PROPOSERS

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

DIVISION 3.0 EVALUATION/SELECTION PROCESS

3.1 INTRODUCTION

The proposals will be evaluated by a CSC appointed by the County Mayor or County Mayor’s designee. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

3.2 SELECTION PROCESS

Proposals will be evaluated based on a two-tier selection process, when applicable, comprising of the evaluation of the submitted LOQ in accordance with the guidelines established in A.O. 3-39. A summary of the evaluation process to be used in this solicitation is set forth below.

3.3 PROPOSAL EVALUATION

The CSC will evaluate responsive, responsible proposals based on the criteria listed below.

A proposer may receive the maximum points (100 points) or a portion of this score, per CSC member, depending on the merit of its proposal, as determined by the CSC in accordance with the following criteria:

<u>FIRST-TIER EVALUATION CRITERIA</u>	<u>MAX. POINTS</u>
1A. Qualifications of firms including the team members assigned to the project	50
2A. Knowledge and past experience of similar type projects	20
3A. Past performance of the firms	20
4A. Amount of work awarded and paid by the County	5
5A. Ability of team members to interface with the County	5

Criteria 4A’s point value will be applied to the teams based on the amount of dollars awarded and paid to the A/E firms which are part of the proposing team.

This category will be evaluated based on the amount of total dollars awarded and paid by Miami-Dade County and all payments received for Miami-Dade County projects, inclusive of privately funded for each prime consultant and sub-consultant firm(s) on the team, for a period which includes the previous three (3) years from the submittal date of a specific solicitation.

The actual net paid dollars will be calculated at 100%, for both the prime and sub-consultants on a team. The net paid dollar value of services performed, as a prime consultant shall exclude the sub-consultant agreement or fees associated with the subject professional services performed.

Each team’s total dollars awarded and paid shall be provided to the selection committee members for their review and evaluation. **Committee members may consider the teams’ least dollar values when assigning point values from 1 (more total dollars) to 5 (less total dollars), for this category.**

UPON CONCLUSION OF THE FIRST-TIER EVALUATION PROCESS, PROPOSERS ARE ADVISED THAT ONE OF THE FOLLOWING CAN BE UTILIZED BY THE CSC:

- 1. THE CSC MAY UPON CONCLUSION OF THE FIRST-TIER EVALUATION, RECOMMEND TO THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE THAT A CONTRACT BE NEGOTIATED WITH THE HIGHEST RANKED RESPONSIVE AND RESPONSIBLE PROPOSER(S) FROM THE FIRST-TIER EVALUATION CRITERIA.**
- 2. THE CSC MAY UPON CONCLUSION OF THE FIRST-TIER EVALUATION, SHORT-LIST AND REQUIRE ADDITIONAL DOCUMENTATION FROM THE SHORT-LISTED FIRMS WITH NO ORAL PRESENTATIONS AND EVALUATION BASED UPON THE SECOND-TIER EVALAUTION CRITERIA LISTED BELOW.**
- 3. THE CSC MAY UPON CONCLUSION OF THE FIRST-TIER EVALUATION, SHORT-LIST AND REQUIRE ADDITIONAL DOCUMENTATION FROM THE SHORT-LISTED FIRMS WITH THE REQUIREMENT OF ORAL PRESENTATIONS AND EVALUATION BASED UPON THE SECOND-TIER EVALUATION CRITERIA LISTED BELOW.**

SHORT-LISTED RESPONDENTS WILL BE REQUIRED TO SUBMIT ADDITIONAL DOCUMENTATION TO INCLUDE THE FOLLOWING:

- A NARRATIVE DENOTING HOW THE SHORT-LISTED RESPONDENTS WILL MEET THE FOLLOWING CRITERIA:**
 - 1. Knowledge of project scope**
 - 2. Qualifications of team members assigned to the project**
 - 3. Ability to provide required services within schedule and budget**
- And any additional information, which the CSC deems necessary to further evaluate the short-listed firms.**

SHORT-LISTED FIRMS WILL BE NOTIFIED BY OCI STAFF REGARDING THE DUE DATE, LOCATION AND TIME FOR ADDITIONAL DOCUMENTATION REQUIRED, AND DATE, TIME AND LOCATION OF THE ORAL PRESENTATIONS, IF APPLICABLE. PLEASE SEE SECTION 2.2 ENTITLED “SUBMITTAL REQUIREMENTS”.

SECOND-TIER EVALUATION CRITERIA MAX POINTS

1B.	Knowledge of project scope	50
2B.	Qualifications of team members assigned to the project	40
3B.	Ability to provide required services within schedule and budget	10

Subsequent to full consideration of local preference and tiebreakers at both the first and second-tiers, the CSC will make its final recommendation to the County Mayor or County Mayor's designee that a contract be negotiated with the highest ranked responsive and responsible proposer(s). The three (3) highest-ranking teams will be recommended to the County Mayor or County Mayor's designee, in order of preference, for his review and concurrence, with the objective of effecting an equitable distribution of contracts among qualified firms. Upon the County Mayor or County Mayor's designee's approval, the County shall enter into negotiations with the recommended proposer(s).

NEGOTIATIONS:

Miami-Dade County reserves the right to enter contract negotiations with the selected Proposer or Proposers. If the County and the Proposer(s) do not agree to terms of a Professional Services Agreement, the County may elect to terminate negotiations and begin negotiating with the second best ranked Proposer and so forth. This process will continue until a contract has been executed, or, all submittals have been rejected. No Proposer shall have any claims and/or rights against the County arising from such negotiation and/or the qualification process.

**CARLOS ALVAREZ
COUNTY MAYOR
MIAMI-DADE COUNTY, FLORIDA**



MIAMI-DADE COUNTY – OFFICE OF CAPITAL IMPROVEMENTS (OCI)
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)

(I) - PROJECT INFORMATION

OCI Project No.: E09-SEA-02 Measures 10% Goal ☒ Set-Aside ☐ CBE ☐ DBE ☐ No. of Addenda Received:
Project Name: BOND ENGINEERING SERVICES

Firm No. 1

(II) - PRIME CONSULTANT INFORMATION

Name: FEIN: E-mail:
Business Address: Principal: Phone: () -
Contact Person's Name and Title: Project Manager: Fax: () -
Assigned Personnel:

Firm No. (III) - PROPOSED A&E SUB-CONSULTANTS

Firm No.	Firm Name	FEIN	Assigned Personnel
2			
3			
4			
5			
6			
7			
8			

(IV) - A&E TECHNICAL CERTIFICATION REQUIREMENTS

A&E Technical Category	Prime	Sub-
5.01 Port and Waterway Systems – Engineering Design (PRIME)		
14.00 Architecture (PRIME)		
3.12 Highway Systems – Underwater Engineering Inspection		
5.02 Port and Waterway Systems – Architectural Design		
10.01 Environmental Engineering – Stormwater Drainage Design Engineering Services		
11.00 General Structural Engineering		
12.00 General Mechanical Engineering		
13.00 General Electrical Engineering		
16.00 General Civil Engineering		

No. (V) - PROPOSED NON-A&E SUB-CONSULTANTS

a	Firm Name:	FEIN:	Phone: () -
	Address:		
	Assigned Personnel:		
	Assigned Services:		
b	Firm Name:	FEIN:	Phone: () -
	Address:		
	Assigned Personnel:		
	Assigned Services:		

(VI) - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY**(VII) - RESUMES FOR ASSIGNED PERSONNEL**

Attach two (2) page resumes for Assigned personnel identified on this LOQ.

(VIII) - PRIME CONSULTANT ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.

Authorized Prime Consultant's Representative: _____ Title: _____
(Print Name)

Signature Authorized Representative: _____ Date: _____

FOR MIAMI-DADE COUNTY – OCI USE ONLY**DO NOT WRITE IN THIS SECTION****A&E TECHNICAL CERTIFICATION REQUIREMENTS**

TC #	Team	Pre Q		TC		Additional Comments
5.01		Yes ☐	No ☐	Yes ☐	No ☐	
14.00		Yes ☐	No ☐	Yes ☐	No ☐	
3.12		Yes ☐	No ☐	Yes ☐	No ☐	
5.02		Yes ☐	No ☐	Yes ☐	No ☐	
10.01		Yes ☐	No ☐	Yes ☐	No ☐	
11.00		Yes ☐	No ☐	Yes ☐	No ☐	
12.00		Yes ☐	No ☐	Yes ☐	No ☐	
13.00		Yes ☐	No ☐	Yes ☐	No ☐	
16.00		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	

FOR MIAMI-DADE COUNTY – OCI USE ONLY**DO NOT WRITE IN THIS SECTION****OCI FORMS AND OTHER DOCUMENTATION**

Forms	Verification				Additional Comments
OCI Form 6 Reference	Yes ☐	No ☐			
OCI Form 6 E&Q	Yes ☐	No ☐	N/A ☐		
OCI Form 7 Reference	Yes ☐	No ☐	N/A ☐		
OCI Form 7 E&Q	Yes ☐	No ☐	N/A ☐		
OCI Form 8 Reference	Yes ☐	No ☐	N/A ☐		
OCI Form 8 E&Q	Yes ☐	No ☐	N/A ☐		
Table of Organization	Yes ☐	No ☐			
OCI Form 3 – Local Preference	Yes ☐	No ☐			
OCI Form 5 – Lobbyist Registration	Yes ☐	No ☐			
Completed CBE Forms and/or documentation	Yes ☐	No ☐	N/A ☐		



MIAMI-DADE COUNTY – OFFICE OF CAPITAL IMPROVEMENTS (OCI)
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)

(I) - PROJECT INFORMATION

OCI Project No.: **E08-SEA-03** Measures 15% Goal ☐ Set-Aside ☐ CBE ☒ DBE ☐ No. of Addenda Received: 8
Project Name: Port of Miami 2035 Master Plan

Firm No. 1

(II) - PRIME CONSULTANT INFORMATION

Name: SAMCOR Engineering, Inc. FEIN: 00-00000 E-mail: samcorac@southmct.com
Business Address: 111 SW 14TH Street - Miami, Florida 33130 Principal: Marcus Samuels, P.E. Phone: (305) 555-0022
Contact Person's Name and Title: Jose Cruz, P.E. Project Manager: Emily Jones, P.E. Fax: (305) 555-2200
Assigned Personnel: Nubia Saez, P.E., Rodrigo Perez, P.E., Luisa Costas, P.E., Elizabeth Jimenez P.E.

(III) - PROPOSED A&E SUB-CONSULTANTS

Firm No.	Firm Name	FEIN	Assigned Personnel
2	MICJO Engineering	00-00001	José Rodriguez, P.E.
3	Cruz Environmental Engineering	00-00002	Samantha Heatham, P.E.
4	Glick Engineering, A Professional Corporation	00-00003	Migna Vignati, P.E.
5			
6			
7			
8			

(IV) - A&E TECHNICAL CERTIFICATION REQUIREMENTS

A&E Technical Category	Prime	Sub-
16.00 GENERAL CIVIL ENGINEERING (PRIME)	1	3
5.01 PORT AND WATERWAY SYSTEMS – ENGINEERING DESIGN	1	2
5.05 PORT AND WATERWAY SYSTEMS – CARGO TERMINAL DESIGN		3
5.06 PORT AND WATERWAY SYSTEMS – CARGO TERMINAL EQUIPMENT DESIGN		4
5.09 PORT AND WATERWAY SYSTEMS – ENVIRONMENTAL DESIGN		3, 4
5.10 PORT AND WATERWAY SYSTEMS – TRANSPORTATION SYSTEM DESIGN		2, 3, 4
5.11 PORT AND WATERWAY SYSTEMS – CONSTRUCTION MANAGEMENT		4
10.01 ENVIRONMENTAL ENGINEERING – STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES		2

(V) - PROPOSED NON-A&E SUB-CONSULTANTS

No.	Firm Name: Involvement Media Relations Group	FEIN: 00-00008	Phone: (305) 555-2384
	Address: 2525 NW 11 TH Avenue - Miami, Florida 33131		
	Assigned Personnel: Sara Marin, President		
a	Assigned Services: Public Involvement		
	Firm Name:	FEIN:	Phone: () -
	Address:		
	Assigned Personnel:		
b	Assigned Services:		

(VI) - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY

The SAMCOR/SEAPORT communications plan will integrate the County's staff and the SAMCOR project team to promote the communication goals needed to achieve a well balanced schedule and key work elements. Put Teams proximity to the project made possible by the participation of local firms will ensure that communications and accessibility and optimized. Our firm's commitment to the project is base on client satisfaction. we will committee our best resources to meet the County's requirements in order to ensure the success of this project. In addition, our team's key personnel will guarantee the success of this endeavor, as all have had prevous experience with the County's guidelines.

(VII) - RESUMES FOR ASSIGNED PERSONNEL

Attach two (2) page resumes for Assigned personnel identified on this LOQ.

(VIII) - PRIME CONSULTANT ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.

Authorized Prime Consultant's Representative: Marcus Samuels Title: Principal
(Print Name)

Signature Authorized Representative: _____ Date: 12-14-2008

FOR MIAMI-DADE COUNTY – OCI USE ONLY**DO NOT WRITE IN THIS SECTION****A&E TECHNICAL CERTIFICATION REQUIREMENTS**

TC #	Team	Pre Q		TC		Additional Comments
16.00		Yes ☐	No ☐	Yes ☐	No ☐	
5.01		Yes ☐	No ☐	Yes ☐	No ☐	
5.05		Yes ☐	No ☐	Yes ☐	No ☐	
5.06		Yes ☐	No ☐	Yes ☐	No ☐	
5.09		Yes ☐	No ☐	Yes ☐	No ☐	
5.10		Yes ☐	No ☐	Yes ☐	No ☐	
5.11		Yes ☐	No ☐	Yes ☐	No ☐	
10.01		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	
		Yes ☐	No ☐	Yes ☐	No ☐	

FOR MIAMI-DADE COUNTY – OCI USE ONLY**DO NOT WRITE IN THIS SECTION****OCI FORMS AND OTHER DOCUMENTATION**

Forms	Verification				Additional Comments
OCI Form 6 Reference	Yes ☐	No ☐			
OCI Form 6 E&Q	Yes ☐	No ☐	N/A ☐		
OCI Form 7 Reference	Yes ☐	No ☐	N/A ☐		
OCI Form 7 E&Q	Yes ☐	No ☐	N/A ☐		
OCI Form 8 Reference	Yes ☐	No ☐	N/A ☐		
OCI Form 8 E&Q	Yes ☐	No ☐	N/A ☐		
Table of Organization	Yes ☐	No ☐			
OCI Form 3 – Local Preference	Yes ☐	No ☐			
OCI Form 5 – Lobbyist Registration	Yes ☐	No ☐			
Completed CBE Forms and/or documentation	Yes ☐	No ☐	N/A ☐		
Completed DBE Forms and/or documentation	Yes ☐	No ☐	N/A ☐		

OFFICE OF CAPITAL IMPROVEMENTS (OCI)
LETTER OF QUALIFICATIONS (LOQ) - INSTRUCTIONAL SHEET

PURPOSE

Miami-Dade County (County) will utilize this Letter of Qualifications (LOQ) to obtain information from architecture and engineering (A&E) firms about their qualifications. A&E firms will be short-listed on the basis of their professional qualifications pursuant to Section 287.055, Florida Statutes, Chapter 2, Sections 2-8.1 (as amended by Ordinance (05-15), Section 2-10.4 of the Miami-Dade County Code, and Administrative Order 3-39. The Competitive Selection Committee (CSC) or Standing Selection Committee (SSC) will utilize the information provided in this LOQ, to evaluate and short-list respondents according to the evaluation criteria set forth in the Notice to Professional Consultants (NTPC). **ALL RESPONDENTS ARE REQUIRED TO COMPLETE THE TWO (2) PAGE LOQ; THE COUNTY, AT ITS SOLE DISCRETION, MAY DEEM RESPONDENTS WHO DO NOT ADHERE TO THE LOQ TWO (2) PAGE MAXIMUM NOT IN COMPLIANCE. NOTE THAT THIS MAY RESULT IN THE TEAM'S DISQUALIFICATION FROM FURTHER EVALUATION.**

GENERAL INSTRUCTIONS

***THE FOLLOWING FONT ELEMENTS MUST BE UTILIZED WHEN COMPLETING ANY AND ALL OCI PROPOSAL DOCUMENTS, AS LISTED IN DIVISION 2, SECTION 2.1 FORMAT AND CONTENTS OF THE NTPC: FONT TYPE - TIMES NEW ROMAN, FONT STYLE – REGULAR, FONT SIZE – A MINIMUM OF NINE (9) POINT.**

(I) Project Information

Includes the general Project Information, such as project number, name, and applicable measures established for Community Business Enterprise (CBE) participation provisions. The information in this section will be provided by OCI. Prime consultants will indicate the number of addenda received for the solicitation, as applicable. See sample LOQ attached to this instructional sheet.

(II) Prime Consultant Information

Includes the Prime Consultant information, such as name of the firm leading the team, its Federal Employee Identification Number (FEIN), e-mail address, business address, principal name, contact person's name and title, project manager, assigned personnel, phone and fax numbers. Note that proposers may utilize additional sheets of paper in order to denote assigned personnel that exceeds the space provided in subject section, provided that the same format is applied and that the number sequence is adhered to. See sample LOQ attached to this instructional sheet.

(III) Proposed A&E Sub-Consultants

Includes the proposed A&E Sub-consultants information, such as name of the team members, their FEINs, and assigned personnel. Note that proposers may utilize additional sheets of paper in order to denote assigned personnel that exceeds the space provided in subject section, provided that the same format is applied and that the number sequence is adhered to. Teaming restrictions set forth in the NTPC may apply, and should be considered when selecting the team members. See sample LOQ attached to this instructional sheet.

(IV) A&E Technical Certification Requirements

Includes the A&E Technical Certification Categories required for subject solicitation. The information in the first column will be provided by OCI. It is the responsibility of the prime consultant to fill out the second and third columns utilizing the numbers assigned to each of the team members as denoted in Section II - Prime Consultant Information, and Section III- Proposed A&E Sub-Consultants Information, according to the professional services each firm will provide for the project. If additional A&E Technical Certifications will be utilized, the prime consultant will be required to input such technical certification number and corresponding name of the A&E technical certification category as well as the team member number from Section II - Prime Consultant Information, and Section III - Proposed A&E Sub-Consultants Information.

(V) Proposed Non A&E Sub-Consultants

Includes the proposed non A&E Sub-consultants information, such as name of the team members and FEINs. In addition, the following information must be provided: phone number, including the area code, address, assigned personnel for the firm, and assigned services. Note that proposers may utilize additional sheets of paper in order to denote assigned personnel that exceeds the space provided in subject section, provided that the same format is applied and that the number sequence is adhered to.

(VI) Ability of Team Members to Interface with the County

Allows the prime consultant to provide a brief description of its communication capabilities, proximity with the project, commitment to satisfy the County's requirements and familiarity with County guidelines. See sample LOQ attached to this instructional sheet.

(VII) Resumes for Assigned Personnel

Attach two (2) page resumes for assigned personnel identified on the LOQ. Resumes must be paginated and must include the assigned personnel's name at the top of each page. Note that additional assigned personnel which do not adequately fit in the space provided in the LOQ may be added on an additional sheet to be appended to the LOQ. Such resumes must adhere to the **NTPC Division 2.0 Proposal Requirements – Section 2.1 Format and Contents – item #2** which states “**Resumes must be submitted for all assigned personnel participating on the project and denoted in the LOQ. Resumes must be paginated and must include the assigned personnel's name at the top of each page.**”

(VIII) Prime Consultant Acknowledgement

An authorized representative of the firm must sign and date the completed LOQ. Signing attests that the Information provided is current and factual. Provide the name and title of the authorized representative who signed and dated the LOQ.

(*) RESPONDENTS ARE ADVISED TO PROVIDE THE INFORMATION NECESSARY TO COMPLETE THE LOQ. THE COUNTY, AT ITS SOLE DISCRETION, MAY DEEM RESPONDENTS WHO DO NOT ADHERE TO THE LOQ TWO (2) PAGE MAXIMUM NOT IN COMPLIANCE. NOTE THAT THIS MAY RESULT IN THE TEAM'S DISQUALIFICATION FROM FURTHER EVALUATION.



MIAMI-DADE COUNTY – OFFICE OF CAPITAL IMPROVEMENTS (OCI)
OCI FORM 6 – E&Q: PRIME-CONSULTANT EXPERIENCE & QUALIFICATIONS

Pursuant to Section 1.2 of the NTPC,
please complete the information requested below to indicate the Prime Consultant's experience and qualifications.
Respondent will adhere to the timeframe and reference quantity as denoted in the NTPC.

Reference Project Name/Address:

Name(s) and role(s) of Prime Consultant personnel working on this reference project:

Reference Project Description:

Scope of Services Provided:

Professional Fees: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date: /

Construction Completion Date: /

Reference Company Name:

Reference Name:

Reference Phone Number:

Fax Number:

E-mail:

Please denote which Experience/Qualification(s) is/are being met with this reference:

(NOTE: Experience/Qualifications are not synonymous with technical certification categories.)

Prime Consultant may use the space below to expand on the scope of services provided for this project:



MIAMI-DADE COUNTY – OFFICE OF CAPITAL IMPROVEMENTS (OCI)
OCI FORM 6 – REFERENCE: PRIME-CONSULTANT REFERENCE
FOR PREVIOUS SIMILAR TYPE PROJECT

List previous similar type project, in which the Prime Consultant listed in the table of organization has performed work, with a minimum of one (1) project within a ten (10)-year period from the submittal date of this solicitation. Please include a brief description of the project.

Reference Project Name/Address:

Name(s) and role(s) of Prime Consultant personnel working on this reference project:

Reference Project Description:

Scope of Services Provided:

Professional Fees: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date: /

Construction Completion Date: /

Reference Company Name:

Reference Name:

Reference Phone Number:

Fax Number:

E-mail:

Prime Consultant may use the space below to expand on the scope of services provided for this project:



**MIAMI-DADE COUNTY – OFFICE OF CAPITAL IMPROVEMENTS (OCI)
OCI FORM 7 – REFERENCE: A&E SUB-CONSULTANT REFERENCE
FOR PREVIOUS SIMILAR TYPE PROJECT**

List previous similar type project, in which each A&E Sub-Consultant listed in the table of organization has performed work, with a minimum of one (1) project within a ten (10)-year period from the submittal date of this solicitation. Please include a brief description of the project.

A&E Sub-Consultant's Name:

Name(s) and role(s) of A&E Sub-Consultant personnel working on this reference project:

Reference Project Name/Address:

Reference Project Description:

Scope of Services Provided:

Professional Fees: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date: /

Construction Completion Date: /

Reference Company Name:

Reference Name:

Reference Phone Number:

Fax Number:

E-mail:

A&E Sub-Consultant may use the space below to expand on the scope of services provided for this project:



**MIAMI-DADE COUNTY – OFFICE OF CAPITAL IMPROVEMENTS (OCI)
OCI FORM 8 – REFERENCE: NON A&E SUB-CONSULTANT REFERENCE
FOR PREVIOUS SIMILAR TYPE PROJECT**

List previous similar type project, in which each Non A&E Sub-Consultant listed in the table of organization has performed work, with a minimum of one (1) project within a ten (10)-year period from the submittal date of this solicitation. Please include a brief description of the project.

Non A&E Sub-Consultant's Name:

Name(s) and role(s) of Non A&E Sub-Consultant personnel working on this reference project:

Reference Project Name/Address:

Reference Project Description:

Scope of Services Provided:

Professional Fees: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date: /

Construction Completion Date: /

Reference Company Name:

Reference Name:

Reference Phone Number:

Fax Number:

E-mail:

Non A&E Sub-Consultant may use the space below to expand on the scope of services provided for this project:

**MIAMI-DADE COUNTY OCI
FORM NO. 3**

LOCAL BUSINESS PREFERENCE AFFIDAVIT

Proposals submitted for this solicitation will be reviewed by the Evaluation/Selection Committee for a local business preference in accordance with Sections 2-8.5 and 2-10.4 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. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid occupational license, issued by Miami-Dade County at least one year prior to proposal submission that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said occupational license(s) hereto. (Note: Current and past year licenses may need to be submitted as proof that Proposer has had the license at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County physical business address

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☐ a) Retention and expansion of employment opportunities in Miami-Dade County.
- ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Proposer: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative:

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has presented
(Affiant)

_____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

MIAMI-DADE COUNTY OCI FORM NO. 5

1. PROJECT TITLE: _____
2. OCI PROJECT NO.: _____ DEPARTMENT: _____
3. FIRM/PROPOSER'S NAME: _____

ADDRESS: _____ ZIP: _____

BUSINESS TELEPHONE: _____ **FAX:** _____

- 4. List All Members of Presentation Team Who Will Participate in the Oral Presentation**

[illegible]

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filing by staff, MUST register with the Clerk of the Board and pay all applicable fees. Other than for the oral presentation, Proposers who wish to recommendation of County personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) 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 provision of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

STATE OF _____ (Name and Title of Signatory, Printed or Typed)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

BY _____, a _____ (Individual, Officer, Partner or Agent) (Sole, Corporation or Partnership)

who is personally known to me or who has produced _____ as identification, and who did/did not take an oath.

(Signature of Notary Public Taking Acknowledgment)

(Name of acknowledger typed, printed or stamped)

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

(ATTACH ADDITIONAL COPIES OF THESE SHEETS IF NECESSARY)

**MIAMI-DADE COUNTY
FLORIDA**

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

**COMMUNITY BUSINESS ENTERPRISE PROGRAM FOR
ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING,
SURVEYING AND MAPPING PROFESSIONAL SERVICES
(CBE-A/E)**

(ORDINANCE 01-103 as amended AND A.O. 3-32)

PARTICIPATION PROVISIONS

**There are two (2) Contract Measures:
First Tier Set-Aside and Subconsultant Goal**

THE CBE-A/E MEASURE(S) APPLICABLE TO THIS PROJECT:

**Set-Aside
Subcontractor Goal 10%**

**DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
111 N.W. 1st Street, 19th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 375-3111 FAX: (305) 375-3160**

March 2009

Table of Content

<u>Section</u>	<u>Page</u>
A. Definitions	1
B. General Information	5
C. Certification	6
D. Joint Ventures	6
E. Contract Measures.....	7
1. Set-Asides	7
2. Subconsultant Goals	8
F. Design-Build Contracts	12
G. Prompt Payment	12
H. Agreement Compliance and Monitoring	13
I. Sanctions.....	19
J. Administrative Penalties.....	21
K. Appeals Process	21
L. Appendices.....	22
1. Forms	
a. Letter of Agreement (CBE 105)	
b. Certificate of Unavailability (CBE 103)	
c. Architecture & Engineering Utilization Report	

Ordinance 01-103, as amended and Administrative Order 3-32 can be obtained from the Clerk of the Board located at the Stephen P. Clark Building, 111 N.W. 1 Street, Suite 17-202, Miami, Florida.

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereinafter referred to as "Provisions".

1. Agreement means an agreement proposed by the County, Fire, or Public Health Trust staff, or approved by the County Commission, Fire or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.
2. Available or Availability means to have, prior to proposal submission, the ability to provide professional services under an agreement or subconsultant agreement by having reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.
3. Bonding Assistance may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
4. Business Day means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.
5. Calendar Day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday, including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.
6. CBE-A/E Program is the Community Business Enterprise Program for architectural, engineering, landscape architectural, surveying and mapping professionals.
7. Commercially Useful Function means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include: the evaluation of the amount of work subconsulted; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.
8. Community Business Enterprise (CBE-A/E) means a firm providing architectural,

landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million (\$2,000,000) dollars for first tier CBE-A/Es, four million five hundred thousand (\$4, 500,000) dollars for second tier CBE-A/Es in the case of architectural services, or six Million (\$6,000,000) dollars for second tier CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping services. A CBE-A/E will graduate out of the Program once it has exceeded these second tier CBE-A/E size limits based on its three-year average annual gross revenues. As part of the process, CBE-A/Es must go through a technical certification process, which will determine the technical certification categories. A firm's eligibility to participate in the CBE-A/E program shall be based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Appendix A pursuant to the Miami-Dade County Ordinance number 01-103 (as amended). Representations as to gross revenues shall be subject to audit.

9. Completed Fiscal Year means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.
10. Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.
11. SBD means Miami-Dade County Department of Small Business Development.
12. Debar means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.
13. Design-Build Contract means a single contract with a design-build firm for the design and construction of a public construction project.
14. Design-Build Firm means a partnership, corporation, or other legal entity with the following characteristics:
 - a. A partnership or joint venture, having at least one partner in compliance with either of the following two requirements:
 - i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

- b. An individual or corporation in compliance with the following two requirements:
 - i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
- 15. DPM means Miami-Dade County Department of Procurement Management.
- 16. Firm means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, and/or land surveying and mapping services.
- 17. Graduation means the CBE-A/E has exceeded the specific size limits stated for the Program and thus will no longer be eligible for participation in the Program.
- 18. Gross Revenues is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.
- 19. Joint Venture means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in Ordinance 01-103 (as amended).
- 20. Multiple Projects Contract is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Sec. 2-10.4(1)(e)(I) and (2) of the Code of Miami-Dade County.
- 21. Net Worth for the purposes of the size limits is defined as total assets minus total liabilities, of owners.
- 22. Owned means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.
- 23. Pre-Qualification Certification is the certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services. It consolidates technical certification, affirmative

action plan certification, and vendor registration and affidavit execution, into one application process.

24. Professional Services are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
25. Project Specific Awards are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the agency for work of a specified nature for a fixed capital study or planning activity.
26. Prompt Payment is the intent of the County that all firms providing professional services to the County shall receive payments promptly in order to maintain sufficient cash flow.
 - a. Contracts with CBE-A/E set-asides or subconsultant goals shall require that billings from consultants under prime professional services agreements with Miami-Dade County, Fire or the Public Health Trust shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.
 - b. The Department of Small Business Development may investigate reported instances of late payments to CBE-A/Es.
 - c. The County Manager shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.
27. Proposal means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letter of interest, letter of participation or offer to perform the agreement.
28. Proposer means any firm that submits a proposal to provide professional services.
29. Qualifier means the individual who qualified the firm license holder as required by Florida Statute.
30. Review Committee or RC means the committee established by the County Manager to review proposed projects for the application of contract measures.
31. Review Committee Process involves the County Manager or his or her designee's establishment of an administrative procedure for the review of each proposed County

agreement to which Ordinance 01-103 (as amended), Administrative Order 3-32 and these Provisions apply, including the establishment of a committee to recommend whether CBE-A/E measures should be applied.

32. Set-aside means reservation for competition solely among first tier CBE-A/Es of given prime County agreements for architectural, landscape architectural, engineering, or surveying and mapping professional services.
33. Subconsultant Goal means a proportion of a prime agreement value stated as a percentage to be subconsulted to first and/or second tier CBE-A/Es to perform a commercially useful function.
34. Suspension means temporary debarment for a period not to exceed two (2) years.
35. Technical Certification means a certification approved by the Miami-Dade County Technical Certification Committee that allows a firm to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services.

B. GENERAL INFORMATION

Except where federal or state laws or regulations mandate to the contrary, these Provisions shall require the review of all project specific contracts, design-build contracts and multiple contracts for architecture, landscape architecture, engineering, and surveying and mapping professional services funded in whole or in part with County funds to determine the appropriateness of applying measures as set forth in Ordinance 01-103 (as amended) and Administrative Order 3-32.

These Provisions shall apply to all departments and agencies of the County, Fire and the Public Health Trust. These Provisions shall apply to every agreement to which a CBE-A/E set-aside or subconsultant goal is applied. The phrase "CBE-A/E contract measure(s)" means to apply the contract measure to this agreement as indicated on the cover sheet. Only the contract measure in the CBE-A/E program indicated on the cover sheet applies.

NOTE: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

1. The proposer shall fully comply with these Provisions which implement Miami-Dade County's Ordinance 01-103 (as amended) and Administrative Order 3-32, respectively.
2. Miami-Dade County shall not award an agreement to any proposer which it determines fails to comply with the applicable requirements of these Provisions.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the

Compliance Monitor at the Department of Small Business Development (SBD), 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone (305) 375-3111, facsimile (305) 375-3160.

C. CERTIFICATION

1. SBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/Es, and maintaining the Certification List. SBD shall maintain and publish at least monthly an updated list of CBE-A/Es, identifying each listed CBE-A/E based on each SIC/NAICS category, and each Technical Certification Category.
2. Proposers must utilize the most current certification list in complying with these Provisions. A current certification list may be obtained by contacting the Miami-Dade County Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160. A copy of the certification application and list are also available on SBD's Web Page through Miami-Dade County's Internet Portal at <http://www.miamidade.gov/sba/>.
3. A CBE-A/E must have a Pre-Qualification certification and a valid CBE-A/E certification in effect at the time of proposal submittal. For successful proposers, certification must be maintained from the time of proposal submittal throughout the duration of the agreement. With the exception of provisions described in the CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by SBD staff to determine continuing compliance with certification requirements.

D. JOINT VENTURES

Only joint ventures approved by SBD in accordance with Administrative Order 3-32 are eligible to participate as joint ventures in the CBE-A/E program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CBE-A/Es before the joint venture can be approved. Joint ventures can participate under the CBE-A/E program on contracts with CBE-A/E set-asides or subconsultant goals.

Joint ventures must submit, prior to proposal submission, a Joint Venture Agreement containing the following information:

1. A description of the financial contribution of each member;
2. A list of the personnel and equipment used by each member;
3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;

4. An explanation of how the profits and/or losses will be distributed;
5. The bonding capacity of each member;
6. A description of any management or incentive fees for any of the members;
7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and
8. A copy of any required State certificates or registrations.

E. CONTRACT MEASURES

Project specific and multiple project agreements for the purchase of architectural, landscape architectural, engineering, or surveying and mapping services, shall be reviewed for the application of agreement set-asides or subconsultant goals on such purchases.

1. Set-Aside Agreements

a. Respondent's Responsibilities for Agreement Set-Asides:

- i. In order to submit a proposal on a set-aside agreement, the proposer (and all sub-consultants) must be certified as first-tier CBE-A/Es prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E or a second-tier CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from SBD.
- ii. A first tier CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E set-aside applied to the agreement by a maximum of one hundred (100) percent.
- iii. Respondents on agreement set-asides must submit completed "Letter(s) of Agreement" (Form CBE 105) at the time of proposal submission. Respondents who fail to submit the required Letter(s) of Agreement shall be considered non-responsive.
- iv. Defective Letter(s) of Agreement that are incomplete or inaccurate upon notification by the Department of Small Business Development may be corrected within 48 hours from notification by the department. Examples of defects include, but are not limited to, improperly executed letters, the

listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.

- b. The following shall constitute a violation of these Provisions as they relate to an agreement that is set-aside:
 - i. Submission of Letter(s) of Agreement of first-tier CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate;
 - ii. After proposal submission due date, deviations from the Letter of Agreement without the written approval of the Compliance Monitor;
 - iii. The utilization of a non-certified or a second-tier CBE-A/E.
 - iv. A first-tier CBE-A/E serving as a conduit for set-aside CBE-A/E work awarded to a firm as a first-tier CBE-A/E but which is being performed by a non-CBE-A/E or a second-tier CBE-A/E firm;
 - v. Not obtaining or retaining first-tier CBE-A/E certification while performing work on a set-aside designated for first-tier CBE-A/E firms;
 - vi. Failure to submit "Architecture & Engineering Utilization Reports";
 - vii. Failure to comply with first-tier CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - viii. Modifications to the terms and/or prices of payment to a first-tier CBE-A/E without prior approval from SBD; or
 - ix. Unjustified failure to enter into a written subconsultant agreement with a first-tier CBE-A/E after listing the firm on a "Letter of Agreement."

2. Subconsultant Goals

The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal form.

- a. Respondent's Responsibilities for Subconsultant Goals:
 - i. Respondents must submit a completed Letter of Agreement (Form CBE 105) at the time of proposal submission identifying all CBE-A/Es to

be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work. The Letter of Agreement constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/E/s listed is/are qualified and available to perform as specified. The Letter of Agreement is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/E/s for the scope of work at the percentage set forth in the Letter of Agreement.

- ii. Respondents who fail to submit the required Letter of Agreement at the time of proposal submission shall be considered non-responsive.
- iii. Defective Letters of Agreement that are incomplete or inaccurate upon notification by the Department of Small Business Development may be corrected within 48 hours from notification by the department. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/E/s and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.
- iv. A successful respondent that is a CBE-A/E or a CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces.
- v. Expenditures to subconsulting CBE-A/E/s shall be counted toward meeting specified subconsultant goals as follows:
 - (1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;
 - (2) One hundred percent (100%) of the expenditures to CBE-A/E/s that subconsult work further to non-CBE-A/E/s, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD;
 - (3) One hundred percent (100%) of the expenditures to CBE-A/E/s that perform actual work with their own forces;
 - (4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval

letter from SBD; and

- (5) Only expenditures to CBE-A/Es made under a written subconsultant agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.
- vi. Respondents whose proposals do not meet the specified goal, in order to remain eligible, must submit to the Contracting Officer no later than 4:00 p.m. on the second business day following proposal submission, evidence proving the lack of available CBE-A/Es to afford effective competition to provide the services to meet the goal. To prove lack of availability, respondents must submit the following:
- (1) Unavailability Certificates (Form CBE 103) either completed and signed by all of the CBE-A/Es certified to perform the scopes of work or completed and signed by the respondent explaining the contacts with all of the CBE-A/Es certified to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;
 - (2) A listing of any proposals received from a CBE-A/E, the scope of work, percentage of work and the respondent's reasons for rejecting each proposal;
 - (3) A statement of the respondent's contacts with SBD for assistance in determining available CBE-A/Es;
 - (4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;
 - (5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/E s for the same scope of work. To establish a CBE-A/E as unavailable if its proposal is not considered reasonably competitive, the prime consultant must furnish SBD with copies of all proposals received from all firms, both CBE-A/Es and non-CBE-A/Es, for each specific scope of work for which they are claiming that the proposal is not reasonably competitive. A CBE-A/E's proposal will be considered reasonably competitive if its proposal, for the same scope of work, is within 25% of the proposal of comparably sized non-CBE-A/E firms;
- b. Respondents whose proposals do not meet the specified goal, and who do not

prove lack of availability as indicated in 2. (a.) (vi.) above are not in compliance with these Provisions. The following shall constitute non-compliance with these Provisions as it relates to an agreement which has a CBE-A/E subconsultant goal:

- i. The utilization of a non-certified CBE-A/E;
 - ii. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 - iii. A prime consultant not meeting CBE-A/E subconsultant goal requirements;
 - iv. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 - v. Failure to submit Architecture & Engineering Utilization Reports;
 - vi. Deviations from the Letter of Agreement without prior approval from SBD;
 - vii. Termination of the CBE-A/E's agreement without prior approval from SBD;
 - viii. Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from SBD;
 - ix. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
 - x. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement.
- c. County Responsibilities for Agreements Set-Asides and Subconsultant Goals:
- i. SBD shall review the Letter/s of Agreement, and Unavailability Certificates to determine compliance with the agreement set-aside, or subconsultant goal stated in the proposal documents. The Compliance Monitor may meet with a respondent before recommending that the Contracting Officer determine non-compliance. This written recommendation shall be forwarded to the respondent and the Contracting Officer.
 - ii. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an

opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

F. DESIGN-BUILD CONTRACTS

The design portion of the design-build contract is subject to the procedures outlined in these Provisions.

G. PROMPT PAYMENT

It is the County's intent that all firms, including CBE-A/Es providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

1. Prime Consultant Responsibilities

- a. A prime consultant shall include in its billing to Miami-Dade County, Fire or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County, Fire or the Public Health Trust.
- b. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe recommended by the CBE-A/E Advisory Board and implemented by Administrative Order 3-32 as approved by the Board of County Commissioners.
- c. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform SBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-A/E which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.
- d. Failure of the prime consultant to comply with the applicable requirements of Section (G)(1)(c) above shall result in the prime consultant's forfeiture of the right to use the dispute as justification for not paying the CBE-A/E subconsultant and payment shall be forthcoming from the prime consultant.

2. County Responsibilities

- a. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire or the Trust.
 - b. SBD may investigate reported instances of late payment to CBE-A/Es.
3. Finance Department Responsibilities

The Finance Department shall review billings from prime consultants under prime consultant agreements with Miami-Dade County, Fire, or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

H. AGREEMENT COMPLIANCE AND MONITORING

1. Compliance Review
 - a. The Compliance Monitor shall review respondent's submission for compliance with these Provisions on every agreement to which a CBE-A/E agreement set-aside, or subconsultant goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the respondent's proposal is determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. The Compliance Monitor may require the respondent to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.
 - b. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent may request a meeting within five (5) business days from the date of the notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new or altered Letter of Agreement will be accepted.
 - c. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
 - d. Following receipt of a recommendation of non-compliance from the

Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's non-compliance with these Provisions. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (1)(b) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new or altered Letter of Agreement will be accepted.

- e. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
- f. The Contracting Officer shall provide a written determination of the respondent's compliance with these Provisions, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.
- g. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.
- h. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action taken in the proceedings.
- i. Miami-Dade County shall not award an agreement to any respondent which, in its determination, fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any respondent from any of the terms, conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the agreement document.

2. Post-Award Compliance and Monitoring

- a. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Letter of Agreement. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the first tier CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

b. Access to Records

Successful respondents and CBE-A/Es shall permit the County to have access during normal business hours to books and records relating to the respondent's compliance with the agreement set-aside, or subconsultant goal applied to the agreement or relating to CBE-A/E compliance with certification requirements. Such books and records include but are not limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the respondent or the CBE-A/E and other entities. This right of access shall be granted for one year after completion of the work or full payment of the agreement obligation, whichever comes last, or for one year after the expiration of CBE-A/E certification.

c. Access to Job Site

Successful respondents and CBE-A/Es shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

d. Monthly/Quarterly Reporting

The successful respondent on a project that is a CBE-A/E agreement set-aside or on a project with CBE-A/E subconsultant goals shall submit monthly a Architecture & Engineering Utilization Report to the Compliance Monitor through the Contracting Officer on or before the tenth working day following the end of the month the report covers. The Compliance Monitor shall give standard reporting forms to the successful respondent. The Architecture & Engineering Utilization Report is to be completed by the successful respondent. Where a subconsultant goal has been imposed, the Architecture & Engineering Utilization Report shall include information on CBE-A/Es utilized to meet such subconsultant goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or

administrative penalties by the County.

e. Deviations from the Letter of Agreement

- i. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Letter of Agreement, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a revised Letter of Agreement to include the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.
- ii. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Schedule of Participation, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:
 - (1) Termination of a CBE-A/E's subconsultant agreement;
 - (2) Reduction in the scope of work to be performed by a CBE-A/E;
 - (3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or
 - (4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.
- iii. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by these Provisions, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below shall apply to this paragraph.

iv. Termination of Subconsultant Agreements:

If, after execution of a subcontract required by these Provisions the successful respondent submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware until subsequent to the date of execution of such subconsultant agreement, a CBE-A/E, who entered into such subconsultant agreement has committed a material breach of the subconsultant agreement, the successful respondent shall be entitled to exercise such rights as may be available to him/her to terminate the subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below apply to this paragraph.

v. County's Determination of Respondent's Excuse or Termination:

If the successful respondent at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Respondent has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the successful respondent, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (vi.) below apply to this paragraph.

vi. Alternative Subconsultant Agreements:

- (1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Administrative Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative

subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated subconsultant agreement, less all amounts previously paid thereunder.

- (2) The Successful Respondent must submit to the Compliance Officer a revised Letter of Agreement to include the substitute CBE-A/E.
- (3) A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CBE-A/E. All CBE-A/Es certified within the appropriate professional service area under the technical certification categories must be contacted.
- (4) The Compliance Monitor may require the successful respondent to produce such information as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the respondent.
- (5) The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the successful respondent's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the successful respondent's written objection within ten (10) days of receipt of these objections.

I. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a respondent's violation of or failure to comply with the CBE-A/E Ordinance, Administrative Order and these Provisions may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or-part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;

3. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;
4. Termination, suspension, or cancellation of the agreement in whole or part;
5. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter II A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.
6. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:
 - a. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for SBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Architecture & Engineering Utilization Report and determine if the respondent has met the CBE-A/E measures.
 - b. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.
 - c. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of non-compliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question. The respondent will also be required to submit a plan indicating any current or future County agreements in which the CBE-A/E deficit will be remedied.
 - d. The respondent must respond to SBD in writing within ten (10) business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.
 - e. The compliance monitor will review the plan for approval.
 - f. When an agreement is identified in which the CBE-A/E measure deficit will be

remedied, the respondent will provide Letter(s) of Agreement for the CBE-A/E firm(s) that will be utilized in making up the deficit.

- g. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.
- h. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements will result in the sanctions or the imposition of other penalties, or as referenced in Sections I. and J.

Some of the agreement violations that may result in the imposition of the sanctions listed in Section I. above include, but are not limited to, the following:

- i. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a final as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
- ii. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;
- iii. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- iv. Failure to submit Architecture & Engineering Utilization Reports;
- v. Failure to comply with CBE-A/E certification requirements, including not-maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- vi. Failure to maintain certification;
- vii. Deviations from the Letter of Agreement without prior approval from SBD;
- viii. Termination of the CBE-A/E's agreement without prior approval from SBD;
- ix. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD;
- x. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
- xi. Unjustified failure to enter into a written subconsultant agreement with a

CBE-A/E after listing the firm on a Letter of Agreement to meet a subconsultant goal.

J. ADMINISTRATIVE PENALTIES

1. DEBARMENT

- a. The County may debar a CBE-A/E or a non-CBE-A/E for violation of, or non-compliance with, the provisions of the County Code governing the CBE-A/E Program and implementing proposal documents.
- b. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of evidence that the CBE-A/E has forfeited a bond or defaulted on financial assistance, either of which was provided under the CBE-A/E program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with these Provisions through fraud, misrepresentation, or material misstatement.

2. DECERTIFICATION

Violations of certification requirements are addressed in Section II of this Administrative Order 3-32.

K. APPEALS PROCESS

1. This appeals process does not apply to appeals of decisions made pursuant to proposal documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.
2. Upon a denial of certification, a decertification, a determination of non-compliance with the requirements of provisions of the County Code governing the CBE-A/E program, or implementing proposal documents, which decision will be final unless appealed, the Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process.
3. The affected party may appeal the determination by filing a written appeal with the Director of SBD within thirty (30) days of receipt of the notice.
4. SBD shall forward all written appeals to the RC. The RC or a committee thereof appointed by the chairperson shall hear all appeals and forward recommendations regarding the appeal to the County Manager.
5. Decisions by the County Manager shall be final unless the County Commission agrees in its sole discretion upon request by the affected party to review the County

Manager's decision.

L. APPENDICES

1. Forms
 - a. Letter of Agreement (CBE 105)
 - b. Certificate of Unavailability (CBE 103)
 - c. Architecture & Engineering Utilization Report



Letter of Agreement

Community Business Enterprise Program

From: _____
Name of Proposer / Design-Builder

In response to Miami-Dade County's Project Number _____, the undersigned hereby agrees to utilize the Community Business Enterprise (CBE) firm listed below, performing the stated work at the stated percentage, if awarded the contract. The undersigned further certifies that the firm has been contacted and properly apprised of the projected work assignment(s) to be performed upon execution of the contract with Miami-Dade County. Further, by signing this Letter of Agreement the undersigned consents to be bound by all the Provisions of the CBE Ordinance No. 01-103 as amended.

Name of Firm: _____
(Proposed Community Business Enterprise Subconsultant)

Name of Proposer (CBE meeting the goal)	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee

Name of Subconsultant	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed (Technical Certification Categories)	Percentage Amount of Design Fee

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

Proposer's / Design Builder Signature Proposer's / Design-Builder's Name/Title (Print) (Date)

THIS SECTION MUST BE COMPLETED BY THE CBE SUBCONSULTANT

ACKNOWLEDGMENT BY THE PROPOSED COMMUNITY BUSINESS ENTERPRISE FIRM

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

CBE Subconsultant Signature

Date

CBE Subconsultant Name (Print)

Title

Name of CBE Firm

CERTIFICATE OF UNAVAILABILITY

I, _____, _____
Name Title
of _____ certify that on _____
Firm Name Date

I contacted the _____
CBE-A/E

to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____

Work Items Sought	Form of proposal sought

Signature

Print Name

Title

I, _____ was offered the above opportunity to submit a proposal.
CBE-A/E

I am unavailable to perform the above work at the above specified time due to:

I am aware that Miami-Dade County Administrative Order provides that: “Any CBE-A/E that fails to bid at a minimum the lesser of three (3) or 50 percent of the available projects, in its primary certified service area, during the certification year may be decertified or denied recertification.

Signature

CBE Certification Number

Print Name

Expiration Date

Title



ARCHITECTURE & ENGINEERING UTILIZATION REPORT



☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3) ☐ CBE MEASURE

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Miami Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statutes (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A		REPORTING PERIOD		CONTRACT NAME		CONTRACT NO.	
FROM:				PROJECT LOCATION		START DATE	
TO:				USER DEPARTMENT			
CBE MEASURE:				DEPT. PROJ. MGR/CONTACT PERSON		PHONE	
PRIME CONSULTANT		CONTRACT AWARD		AGREEMENT AMOUNT		CHANGE ORDER MODIFICATION AMOUNT	
				DATE		ADDITIONAL SERVICES AMOUNT	
NAME OF FIRM				SCHEDULED COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
ADDRESS				PROJECT MANAGER (PRIME CONTR.)			
TELEPHONE		FACSIMILE		EMAIL			
AMOUNT REQUISITIONED THIS PERIOD		\$		DATE REQUISITIONED		DID LAST PMT EQUAL REQUISITION AMOUNT?	
TOTAL AMOUNT REQUISITIONED TO DATE		\$				YES ☐ NO ☐	
LAST PAYMENT BY MIAMI DADE COUNTY (MDC)		\$		DATE OF LAST PMT BY MDC		IF NO PLEASE EXPLAIN	
TOTAL AMOUNT PAID BY MDC		\$		WAS LAST PMT WITHIN 14 DAYS OF PRIME REQUISITION?		YES ☐ NO ☐	

B											
SUBCONSULTANTS' DATA											
NAME OF SUBCONSULTANT	GOAL % (IF APPLICABLE)	DESCRIPTION OF WORK	SIGNED AGREEMENT	AGREEMENT AMOUNT	AMOUNT SUB REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMT REQUISITIONED TO DATE	LAST PAYMENT AMT	LAST PAYMENT DATE	Was last pmt. Within 14 days of MDC payment to Prime? Y/N	AMT PAID TO DATE
AUTHORIZED SIGNATURE OF PRIME CONSULTANT										TITLE	DATE

ARCHITECTURE & ENGINEERING UTILIZATION REPORT - FINAL ONLY

PART 2

This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

SUBCONSULTANTS							
NAME OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	PROMPT PAYMENT ISSUES (Y/N)	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE
AUTHORIZED SIGNATURE OF SUBCONSULTANT							

PART 3

This part is to be executed by the Prime Consultant and forwarded to the User Department.

SIGNATURE OF AFFIANT (PRIME CONSULTANT)

TITLE

Sworn before me: This day of , 2002

PRINTED NAME OF AFFIANT

DATE

NOTARY PUBLIC

COUNTY USE

This part is to be completed by the User Department at the time of Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PROJECT/CONTACT PERSON

PRINT NAME

DATE

MIAMI-DADE COUNTY SEAPORT DEPARTMENT
NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

BOND ENGINEERING SERVICES

SEAPORT PROJECT NO. E09-SEA-02

SEPTEMBER 2009



Carlos Alvarez, Mayor

BOARD OF COUNTY COMMISSIONERS

Dennis C. Moss, Chairperson

Barbara J. Jordan

District 1

Dorrian D. Rolfe

District 2

Audrey Edmonson

District 3

Sally A. Heyman

District 4

Bruno A. Barreiro

District 5

Rebecca Sosa

District 6

Carlos A. Gimenez

District 7

Katy Sorenson

District 8

Dennis C. Moss

District 9

Senator Javier D. Souto

District 10

Joc A. Martinez

District 11

Jose "Pepe" Diaz

District 12

Natacha Scijas

District 13

Harvey Ruvlin, Clerk of Courts
George M. Burgess, County Manager
R. A. Cuevas, Jr., County Attorney

**Miami-Dade County provides equal access and equal opportunity
In employment and services and does not discriminate on the basis of handicap.**

This document is exempt from public disclosure in accordance with House Bill 735, Chapter 2002-67. No part of the document may be used, reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying or otherwise, without the prior written consent of Port of Miami.

MIAMI-DADE SEAPORT DEPARTMENT
NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT
BOND ENGINEERING SERVICES
PROJECT NO. E09-SEA-02

TABLE OF CONTENTS

SECTION I – COUNTY OBLIGATIONS	4
SECTION II – PROFESSIONAL SERVICES	6
SECTION III – TIME FOR COMPLETION.....	9
SECTION IV– FORCE MAJEURE	9
SECTION V – COMPENSATION	10
SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT).....	14
SECTION VII – METHODS OF PAYMENT	15
SECTION VIII – SCHEDULE OF WORK.....	16
SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION	16
SECTION X – OWNERSHIP OF DOCUMENTS	17
SECTION XI – REUSE OF DOCUMENTS	18
SECTION XII – NOTICES.....	18
SECTION XIII – ABANDONMENT	19
SECTION XIV – AUDIT RIGHTS.....	19
SECTION XV – SUBCONTRACTING AND ASSIGNMENT.....	19
SECTION XVI - CERTIFICATION	22
SECTION XVII – TERMINATION OF AGREEMENT.....	23
SECTION XVIII – DURATION OF AGREEMENT	23
SECTION XIX – DEFAULT.....	24
SECTION XX – INDEMNIFICATION AND INSURANCE.....	25
SECTION XXI – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES	27
SECTION XXII – APPLICABLE LAWS.....	28
SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL	29
SECTION XXIV – AFFIRMATIVE ACTION	32
SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS	32
SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS	33

SECTION XXVII – BUSINESS APPLICATION AND FORMS.....	33
SECTION XXVIII – ERRORS AND OMISSIONS	34
SECTION XXIX – ENTIRETY OF AGREEMENT	35

ATTACHMENTS

ATTACHMENT A - ~~CONSULTANT SCOPE OF WORK~~

ATTACHMENT B - CBE PROVISIONS

ATTACHMENT C - SEAPORT SECURITY CREDENTIAL PACKAGE

DRAFT

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20__ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and _____, a _____ corporation authorized to do business in the State of _____ with offices in _____, Florida, hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H :

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Bond Engineering Services, Contract/Project No. E09-SEA-02, as more specifically described in SECTION II – PROFESSIONAL SERVICES of this Agreement for the Dante B. Fascell Port of Miami-Dade, hereinafter referred to as the "PROJECT".

SECTION I – COUNTY OBLIGATIONS

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

The Director of the Miami-Dade County Seaport Department or his/her designee, hereinafter referred to as the "Director", reserves the right to guarantee the accuracy of information provided by

the COUNTY to the CONSULTANT. When such guarantee is provided in writing, the CONSULTANT shall not be compensated for independent verification of said information.

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

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

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

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

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

SECTION II – PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from the Director, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order. Said services may include: inspection of Seaport facilities, as well

as financial and budgetary records; preparation of the annual bond engineering report, which includes providing recommendations; approvals and certifications; rate and feasibility studies and financial forecasts as required under the Seaport Master Bond Ordinance No. 88-66; and 40-year certification reports; reviewing and setting forth recommendations as to any necessary revisions of rates and port tariff structures, to include review of port facility design by others for consistency with facility requirements; adherence to requirements of funding sources; property values for insurance coverage; facilities reserve for maintenance and any supportive tasks ancillary to the primary scope of services.

For a more detailed description of the scope of work, please refer to Attachment "A",

_____ proposal dated _____

- A. In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to provide complete engineering services to: Maintain an adequate staff of qualified personnel on the project at all times to complete the scope in accordance with the terms specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgment, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.), as Attachment "A" to this agreement and made a part hereof.
- B. Comply with all federal, state and local laws, regulations, codes, ordinances, resolutions and administrative orders applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

- D. Report the status of the work to the Director upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director at any time. The CONSULTANT shall reference all correspondence and work with the Work Order Number.
- E. Submit for COUNTY review, work schedules, cost estimates, design computations, drawings, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review. Drawings shall be in AutoCAD format in a version acceptable to the Department. Upon finalization of work the CONSULTANT shall submit hard copy reproducible as well as editable final product disks to the COUNTY.
- F. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and omissions.
- G. Prior to final approval of work by the Director, the CONSULTANT shall complete a preliminary check of any documents submitted for compliance with all county, city, state, and federal agencies as required.
- H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, that being understood that

under SECTION X – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

SECTION III – TIME FOR COMPLETION

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

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

SECTION IV– FORCE MAJEURE

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

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said

unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

SECTION V – COMPENSATION

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

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

1. The fee for services rendered by the CONSULTANT's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of _____ for Office Personnel, _____ for Field Personnel. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and or Sub-consultant(s). Field Personnel shall mean personnel that is performing duties outside of the home offices of the CONSULTANT and or Sub-consultant(s), for more than 30 days, but not considered permanent. Also, the home office still provides office space. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead,

fringe benefits, operating margin and all other costs not covered by reimbursable expenses. In no case the maximum rate of compensation including multiples of direct salary shall exceed _____ per hour for the CONSULTANT and Sub-consultant(s) except as specifically provided herein. The COUNTY has the right to verify these multipliers through an audit.

2. The CONSULTANT shall be compensated at the flat rate of _____ per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s).

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

3. Overtime work considered necessary and previously authorized by the Director in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.
4. Labor rates shall be in accordance with the list of employees and rates supplied by the CONSULTANT and made a part hereof as Attachment "A" and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to approval by the Director prior to starting work. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm and subject to approval by the Director, which approval shall not be unreasonably withheld. The Director may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances. This provision is not meant

to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT.

5. The CONSULTANT shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factor set forth above shall cover all such costs pertinent to the work.
6. All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a Work Order. The CONSULTANT shall not submit invoices, which include charges for services by Sub-consultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such Sub-consultant(s). The CONSULTANT shall promptly make all payments to such Sub-consultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Sub-consultant(s), the CONSULTANT shall, if requested by the Director, furnish to the COUNTY a copy of the agreement(s) providing for such payments. Compensation rate to Sub-consultant(s) authorized by the Director as services shall not exceed the CONSULTANT's rates above unless otherwise approved in advance by the Director.

B. Lump sum Fee

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the Director and the CONSULTANT and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses.

C. Reimbursable Expenses

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

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).
2. Expenses for travel (except commuting), transportation and subsistence by CONSULTANT's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order 6-1, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the Director or his/her designee, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the CONSULTANT shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation

The maximum compensation for the services included shall be the lump sum amount of _____ so long as the performance of additional services, as outlined in Section VI hereof, is not necessary and authorized by the Director. It is understood that any unspent portion of the contract ceiling is to remain with the COUNTY.

E. Compensation for Other Services

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

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during design of the project and such work is authorized by the Director, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section V(A) hereof, except for the time of survey parties which shall be compensated at the following fixed rates:

- a) 3-Person survey party ****AMT**** per 8-hours day.
- b) 4-Person survey party ****AMT**** per 8-hour day.
- c) 5-Person survey party ****AMT**** per 8-hour day.

F. COUNTY Discretion to Negotiate

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

SECTION VI – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the _____ maximum compensation limit of the Agreement has been encumbered, the Director shall have the right to authorize performance of additional services provided that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum

compensation limit or _____. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION VII – METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide with every invoice copies of any records necessary to substantiate payment requests to the COUNTY such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in triplicate to the Director in a form acceptable to the Director. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 and establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the CONSULTANT is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. URs are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid to the CONSULTANT, including payments to Sub-consultant(s) (if applicable). The UR format is attached hereto in Attachment "B". Invoices shall not be considered valid without said form.

Payments shall be made in accordance with the following methods, as identified in the work order:

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

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

B. Lump Sum Fee

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

SECTION VIII – SCHEDULE OF WORK

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

SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

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

In the event the CONSULTANT and COUNTY are unable to resolve their differences concerning any determination made by staff or any dispute or claim arising under or relating to the Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the

procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

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

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

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

SECTION X – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the CONSULTANT or owned by a third party

and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY without restrictions or limitations. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. All drawings shall be AutoCAD format in a version acceptable to the Department, produced by computer in files maintained on disks. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the Director. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION XI – REUSE OF DOCUMENTS

The CONSULTANT may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work. The COUNTY shall not re-use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the COUNTY's sole risk without legal liability to the CONSULTANT.

SECTION XII – NOTICES

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, electronic media or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address

left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

SECTION XIII – ABANDONMENT

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

SECTION XIV – AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY, including but not limited to audited financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the CONSULTANT, the CONSULTANT shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

SECTION XV – SUBCONTRACTING AND ASSIGNMENT

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the Director. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of firms responsible for portions of each specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Sub-consultant(s).

In addition, and as applicable, the CONSULTANT agrees to comply with the Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 10% based on the total amount of compensation authorized under this Agreement.

A. Sub-consultant(s)

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

In no case the maximum rate of compensation including multiples of direct salary for services rendered by the Sub-consultant(s) personnel, principals excluded, shall exceed the rate stipulated in Section V of this agreement, except as specifically provided herein. The COUNTY has the right to verify this multiplier through an audit. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as

overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

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

_____	_____
_____	_____

The COUNTY reserves the right to substitute principals in its sole discretion upon request by the Sub-consultant(s).

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

Labor rates shall be in accordance with the list of employees and rates supplied by the Sub-consultant(s) and made a part hereof as Attachment "A" and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to approval by the Director prior to starting work. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm and subject to approval by the Director, which approval shall not be unreasonably withheld. The Director may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances. This provision is not meant to limit the hourly rate at which the Sub-consultant(s) pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT.

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

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

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

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

SECTION XVI - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations

contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director shall have the right to annul this Agreement without liability.

SECTION XVII – TERMINATION OF AGREEMENT

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

SECTION XVIII – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of **three (3)** years effective term after its date of execution and upon issuance of Notice to Proceed to its first work order with an option to extend, at the discretion of the COUNTY Mayor or his designee, for **one additional one-year period** provided that the maximum compensation set forth in Section V(D) is not reached by the completion of the initial effective term (although actual completion of the services hereunder may

extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless the contract is terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XXIII, and Section XXV hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Section V hereof.

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10 %) of the original Contract Duration. Pursuant to a written request by the Contractor for a time extension for reasons exhibited in the last paragraph in this Section 11, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

SECTION XIX – DEFAULT

In the event the CONSULTANT fails to materially comply with the provisions of this Agreement, the Director may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any professional services completed as of the date written notice of default is served.. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in

litigation to enforce the provisions of the Agreement, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

SECTION XX – INDEMNIFICATION AND INSURANCE

The Consultant shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the consultant in the performance of this Agreement, in accordance with Section 725.08 of the Florida Statutes.

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

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

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

The CONSULTANT shall furnish to the Miami-Dade County, c/o Miami-Dade Seaport Department, 1015 N. America Way, Second Floor, Miami, FL 33132 Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida"

issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

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

Pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 -category four), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount:

In accordance with Florida Statute 287.055 5(a), the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section V, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXII – APPLICABLE LAWS

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

- A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01, 00-46.
- B. The CONSULTANT shall comply with the requirements of MDC Code Section 2-1076 – Office of the Miami-Dade County Inspector General (IG)
- C. The CONSULTANT shall comply with the procedures contained in the FALSE CLAIMS Ordinance MDC Code Article XV Sections 21-255 through 21-266, prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.
- D. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:
 - (1) A source of income statement,
 - (2) A current certified financial statement;
 - (3) A copy of the CONSULTANT'S Current Federal Income Tax Return.

SECTION XXIII – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

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

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

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall

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

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

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

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

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

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

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

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

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

Upon (10) ten days written notice to Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control

which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

SECTION XXIV – AFFIRMATIVE ACTION

The CONSULTANT'S Affirmative Action Plan submitted pursuant to Miami-Dade County Code Section 2-8.1.5, as approved by the Department of Small Business Development, and any approved update thereof, are hereby incorporated as contractual obligations of the CONSULTANT to Miami-Dade County hereunder. The CONSULTANT shall undertake and perform the affirmative actions specified herein. The Director may declare the CONSULTANT in default of this Agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

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

SECTION XXVII – BUSINESS APPLICATION AND FORMS

The CONSULTANT shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form) with the Department of Procurement Management (DPM), Vendor Assistance Unit for any changes for the duration of this Agreement, including any option years.

The Proposer is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Section 2-11.1(d) of Miami-Dade County Code, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the COUNTY's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency

acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

SECTION XXVIII – ERRORS AND OMISSIONS – (NOT APPLICABLE)

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

A. Errors

It is specifically agreed that any construction changes categorized by the COUNTY as an error in the bid documents that were prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes categorized by the COUNTY as an omission in the bid documents that were prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the omission. The damages to the COUNTY for omissions shall be calculated as one hundred percent (100%) of the total direct cost of the change, not including betterment.

The CONSULTANT shall participate in all negotiations with the contractor related to this section. Such CONSULTANT participation shall be at no additional cost

to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the contractor shall constitute a waiver of CONSULTANT's rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT'S insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and his insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to Section XX of this Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur."

SECTION XXIX – ENTIRETY OF AGREEMENT

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

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

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

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day

of _____, 20__.

ATTEST:

HARVEY RUVIN, CLERK OF THE BOARD

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

By: _____

By: _____
County Manager

ATTEST _____

CONSULTANT COMPANY NAME

By: _____
Corporate Secretary

By: _____
Senior Vice President

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

(Corporate Seal)