



REQUEST FOR QUALIFICATIONS (RFQ)

MDX PROCUREMENT/CONTRACT NO.: RFQ-09-08

MDX PROJECT/SERVICE TITLE: MISCELLANEOUS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

**THIS CONTRACT HAS BEEN SET ASIDE TO CERTIFIED SMALL
BUSINESSES**

June 01, 2009

ADDRESS FOR PROPOSAL SUBMITTAL:
Miami-Dade Expressway Authority (MDX)
William M. Lehman Building
3790 Northwest 21st Street
Miami, Florida 33142

PROPOSAL SUBMITTAL DATE AND TIME:
June 23, 2009 - DEADLINE - 2:00 PM (EASTERN TIME)

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS SOLICITATION TO MDX AT THE WILLIAM M. LEHMAN BUILDING ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDENT. MDX WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL OR ANY OTHER DELIVERY SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE.

RESPONDENTS SHALL READ THE MDX SOLICITATION/CONTRACT DOCUMENTS IN THEIR ENTIRETY PRIOR TO SUBMITTING A RESPONSE. BY SUBMITTING A RESPONSE, THE PROPOSER ACKNOWLEDGES THEY HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS TO BE MET AND THE CHARACTER, QUALITY AND SCOPE OF SERVICES TO BE PROVIDED.

PLEASE NOTE: MDX WILL NOT CONSIDER RFQ'S FROM RESPONDENTS THAT ARE NOT IN GOOD STANDING WITH, AND QUALIFIED TO DO BUSINESS IN, THE STATE OF FLORIDA.



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1.0 INTRODUCTION

The Miami-Dade Expressway Authority (“MDX” or “Authority”) pursuant to Chapter 287.055, Florida Statutes and MDX Procurement Policy is seeking Professional Services from a pool of a maximum of three (3) CBE-Certified Construction Engineering and Inspection (CE&I) Consultants that has the necessary qualifications and experience to provide the desire services in this Request for Qualification (“RFQ”)

This Contract has been Set Aside to certified Small Businesses as defined in the MDX Small Business Policy. The Consultant shall be certified by Miami-Dade County as a Community Business Enterprise (“CBE”) at the time of Proposal submittal. The Consultant may subcontract with other firms that are also certifies by Miami-Dade County as either Community Business Enterprise (“CBE”), Small Business Enterprise (SBE), or Micro Enterprise (ME) depending on the Services to be provided by that firm.

The general scope of services required from the Consultants is to represent MDX and provide administration of the Construction Contract, inspection of the Construction Assembly, and material testing services during the construction phase for various minor projects in the MDX Work Program. Elements of the Work include but are not limited to: roadway improvement, maintenance upgrades and rehabilitation, facility improvements, and landscaping. The Proposers will provide the Services for miscellaneous projects each with a maximum budget amount of five hundred thousand dollars (\$500,000.00) per Task Authorization, not to exceed one million dollars (\$1,000,000.00) per annum to each Proposer for the life of the Agreement. Task Authorization will be negotiated with the Proposer on an as needed basis. Each contract will have a term of three (3) years from the effective date upon its execution by the Authority. The Authority, at its sole discretion, also has the option to renew this Contract for up to two (2) additional terms of (1) year each pursuant to the terms of the Contract.

Exhibit A provides a complete detailed description of the Scope of Services.

Proposers shall carefully review the documents provided herein. The purpose of the Solicitation Documents is to obtain additional information MDX needs to evaluate each Proposer’s ability to provide the required Services. All Proposers that meet the minimum requirements outlined within the Solicitation Documents will be evaluated for the final selection of a Consultant. The “Proposers”, herein also referred to as the “Consultant”, shall submit a sealed Proposal for the completion of the Services. The Proposal shall include data about each Proposer’s qualifications, relevant experience and approach to the Services. The Proposer may also be required to participate in an Oral Interview. Submittal requirements for the Proposal are detailed herein.

The Consultant shall make available the necessary personnel, facilities, supplies, materials and resources to perform the required Services.

The Services under the Agreement (“Contract” or “Agreement”) shall commence upon receipt of a written Notice to Proceed (“NTP”) from MDX.

This solicitation is under the “Cone of Silence”. Please refer to the section herein entitled **Communications and the Cone of Silence** for further information.

Please note the insurance requirements for the Services are detailed in the attached exhibit herein entitled **Insurance Requirements**.

Detailed information regarding all the Pre-qualification requirements is outlined in the section herein entitled **Pre-Qualification Criteria and Additional Submittal Requirements**.

Detailed information regarding all the **Personnel Qualifications and Experience Requirements** of Consultant’s personnel required for the Services is outlined in the attached exhibit herein entitled as **Personnel Qualifications and Experience Requirements**.

MDX intends to execute an Agreement with the responsive and responsible Consultant, (“Successful Proposer”) whose Proposal is determined to be the most advantageous to MDX, in a form similar to that provided in Exhibit 5 (the “Agreement” or “Contract”) attached herein. By submitting a Proposal, the Proposer acknowledges and agrees to the terms of the Agreement.

MDX does not guarantee that any or all of the Services described in the Solicitation/Contract Documents will be assigned during the term of this Agreement. The Consultant will provide the Services on a non-exclusive basis. MDX, at its option, may elect to have any of the Services performed by MDX staff or other consultant(s).

2.0 PURPOSE AND OBJECTIVE

The purpose of the Solicitation Documents is to provide the Proposer with all necessary information in order to submit a responsive and responsible Proposal with the ultimate objective of selecting the most qualified Consultant. MDX encourages and welcomes an atmosphere of open communication and partnering among all the parties, i.e., MDX and its representatives and the selected Consultant.

4.0 DEFINED TERMS

The capitalized terms used herein are defined under this section. Failure to capitalize any defined term shall not change the meaning of the defined term when used in the Solicitation/Contract Documents. Whenever the following terms (or pronouns which replace these terms) are used in this Solicitation/Contract Documents, their intent and meaning shall be interpreted as follows:

Addenda: Written or graphic instruments issued by MDX prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Contract is executed.

Advertisement: The public announcement, as required by law, inviting qualified consultants to respond to the Requests for Qualifications for Services to be performed for the Contract.

Agency: See “Authority”

Agreement: See “Contract”

Authority: The Miami-Dade Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the Contract Documents the term “Authority” or “MDX” is used, it is understood that “or designated representative” is a part of the term unless specifically indicated otherwise. Such designated representative may be the “MDX Engineer” or other individual or entity identified by MDX and defined herein. (MDX may also be referred to as the “Owner” in the Contract Documents.)

Automatic Vehicle Classification Detection (AVCD): System with cameras located at each gantry/tolling location that permits remote viewing of vehicular events and images in real time or stored for review. System provides transaction event data overlaid on video for correlation of vehicle and transaction data.

Calendar Day: Every day, including weekends and holidays, ending and beginning at midnight.

Chief Purchasing Officer: The Executive Director of MDX, or such other person holding the position as the head of the Procurement Department of MDX or the designee of either such person as designated in writing and approved by the Executive Director responsible for procurement of any supplies, services and construction for MDX.

Consultant: In the context of the Contract Documents, Consultant means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Contract with MDX to perform the Services for the project described in the Solicitation Documents and Contract Documents. In the context of the Solicitation Documents, the Consultant is the Proposer.

Contract: The entire and integrated agreement between the parties thereunder which supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents, as amended from time to time, form the Contract between MDX and the Consultant setting forth the obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

Contract Documents: The term “Contract Documents” includes: Advertisement of the Request for Qualifications, Request for Qualifications (“RFQ” or “Solicitation Document”), Form of Agreement or Contract, Notice of Award, Notice to Proceed (“NTP”), Executed Form of Contract, Addenda/Addendum, or other information mailed or otherwise transmitted to the Proposers prior to the submittal of Proposals, the Proposal submitted by the Successful Proposer (including documentation accompanying the Proposal and any post-Proposal documentation submitted prior to the Notice of Award), negotiation agreements and documentation, and any supplemental agreements, as may be amended from time to time, which are all to be treated as one instrument whether or not set forth at length in the form of Contract. The order of precedence for the Contract Documents is listed in the section herein entitled **Coordination of Contract Documents**.

Contract Price: The money payable by MDX to the Consultant for completion of the Services in accordance with the Contract Documents.

Contract Term: The term of the Contract, including any authorized renewals and extensions.

Design-Build: The combining of Design and Construction phases of Work for a Project into a single contract.

Design-Build Firm: In the context of the Specifications, Design-Build Firm means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to practice engineering, architecture, and construction contracting, as appropriate, in the State of Florida. Such legal entity shall be the entity that enters into a written Contract with MDX to perform the Design and Construction Work for the Design-Build Project described in the Solicitation Documents and Contract Documents. In the context of the Solicitation Documents, the Design-Build Firm is the Proposer. The word "Contractor" shall also be taken to mean a Design-Build Firm contracting with MDX for performance of work.

Executive Director: The Executive Director of the Miami-Dade Expressway Authority, acting directly or through an authorized representative.

Full Service Operational Office: Shall include but not limited to all personnel and equipment necessary to provide the required Services to MDX for this Agreement.

Go Live dates: The date by which all lanes at all gantry/tolling locations on each MDX system roadway (SR 924, SR 874 & SR 878) are fully tested, approved, commissioned and open to traffic.

Holidays: Days designated by MDX as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the following Friday, and Christmas Day.

Lobbyist: Any person who is employed and receives payment or who contracts for economic consideration for the purpose of Lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to Lobby on behalf of that other person or governmental entity. Any person who, in his or her individual capacity, merely communicates with the Board, a Board member, a decision-making body under the jurisdiction of the Board, or any MDX employee, consultant, or attorney, for the purpose of self-representation, without compensation or reimbursements, to express support of or opposition to any item which may be presented for a vote before the Board, and who shall so declare to the person or body with whom he or she discusses any such item, shall not be required to register as a Lobbyist. Additionally, any individual who engages in Lobbying as a volunteer, without payment of any compensation or reimbursement of expenses, either directly or indirectly, shall not be required to be disclosed as a Lobbyist.

MDX: See "Authority".

MDX Board: The members of MDX appointed to serve as provided under the Florida Expressway Authority Act, as amended.

MDX Engineer: The MDX Engineering Director acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

MDX Operations Committee: The members of the MDX Board appointed to serve on the MDX Operations Committee or their delegate.

MDX System: State Roads 112, 836, 874, 878 and 924, including all associated rights-of-way.

Notice of Award: A written notice given by MDX to announce the Successful Proposer of the Contract.

Notice to Proceed: A written notice given by MDX to the Consultant establishing the date on which the Contract Term will commence to run, and on which the Consultant shall start to perform Consultant obligations under the Contract Documents.

Open Road Tolling (ORT): A system that electronically collects tolls while vehicles pass through the tolling zone at highway speeds.

Owner: See "Authority".

Professional Services: Those services within the scope of the practice of architecture, professional engineering, landscape architecture, registered land surveying and mapping, as defined by the laws of the state, or those performed by any registered architect, professional engineer, registered landscape architect or registered land surveyor in connection with his professional employment or practice.

Proposal: The complete and properly signed written information which the Proposer shall submit in response to the Solicitation Documents issued by MDX, including data about the Proposer's approach to the Services.

Proposer: See "Consultant"

Request for Qualifications: All documents, regardless of medium, whether attached or incorporated by reference, utilized for soliciting information to determine the most qualified Proposer.

Services: All labor, materials and incidentals required of the Consultant to execute and complete the requirements of the Contract Documents, including all services and responsibilities prescribed or implied. The term shall also be deemed to include all architectural, engineering and related services, and all incidental costs relating thereto.

Set-aside: Means reservation for competition solely among Small Businesses for a Contract whose estimated cost is three million dollars (\$3,000,000.00) or less.

Small Business Requirement: The requirement established in the Solicitation Documents and/or in the Contract Documents for Small Business participation for the Contract as detailed in the section herein entitled **Small Business Program Requirements**.

Solicitation Documents: Includes, if applicable: the advertisement, the Request for Qualifications ("RFQ"), Addenda/Addendum, or other information mailed or otherwise transmitted to the Proposers for a procurement, prior to the submittal of the Proposals.

State: State of Florida.

Subconsultant/Subcontractor: An individual, firm or corporation having a direct contract with the Consultant or with any other Subconsultant/Subcontractor for performance of a part of the Services.

Successful Proposer: The responsive Proposer with the highest Final or Adjusted Final Score, dependent upon if Small Business Bonus Points were allotted, to whom MDX (on the basis of the Authority's evaluation as hereinafter provided) makes an award.

Supplemental Agreement: A written agreement between the Consultant and MDX, modifying the Contract within the limitations set forth in the Contract Documents and MDX's Procurement Policy.

System Integrator: The Contractor selected by MDX to provide the ORT toll collection system for the conversion of the MDX System to full open road tolling. May also be referred to as the Integrator.

Technical Evaluation Committee or TEC: The committee appointed by the appropriate MDX Committee to review, evaluate and score the Proposals, and Oral Interviews if applicable, and recommend to the appropriate MDX Committee a final ranking of the Proposers.

Work: As it relates to the Design-Build Firm, all labor, Materials and incidentals required to execute and complete the requirements of the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied. The term "Work" shall also be deemed to include all architectural, engineering and related services, and all incidental costs relating thereto.

5.0 CONTACT FOR THIS SOLICITATION

All written questions shall be mailed, faxed, delivered, or e-mailed and all Proposals shall be mailed or delivered to:

Jacqueline Buitrago
Procurement Contracting Agent
Miami-Dade Expressway Authority

3790 Northwest 21st Street
Miami, Florida 33142
Phone: 305-637-3277, Ext. 1111
Fax: 305-637-3281
Email: jbuitrago@mdxway.com

6.0 COPIES OF SOLICITATION DOCUMENTS

6.1 MDX will make available to interested Proposers the Solicitation Documents on the **date and time** indicated in the section herein entitled **Schedule of Events**, in any of the following manner:

- Free of charge to registered MDX vendors by downloading it from the MDX Website: www.mdx-way.com.
- At a charge of **fifteen dollars (\$15.00)** per CD ROM by either picking it up at the MDX Headquarters Building located at 3790 Northwest 21st Street, Miami, Florida, 33142 or requesting it mailed with prior payment (additional mailing/shipping fees may apply).
- At a charge of **thirty dollars (\$30.00)** per hard copy set by either picking it up at the MDX Headquarters Building located at 3790 Northwest 21st Street, Miami, Florida, 33142 or requesting it mailed with prior payment (additional mailing/shipping fees may apply).

All payments shall be in the form of a check or money order and should be made payable to Miami-Dade Expressway Authority. MDX will not refund the charge for the Solicitation Documents.

6.2 Complete sets of Solicitation Documents must be used in preparing a Proposal. MDX assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

6.3 MDX, in making copies of the Solicitation Documents available on the above terms, does so only for the purpose of obtaining Proposals for the Services and does not confer a license or grant for any other use.

7.0 SCHEDULE OF EVENTS

Below is a current schedule of events that will take place in the selection of a Consultant. MDX reserves the right to make changes or alterations to the schedule as MDX determines is in its best interest. Proposers will be notified in advance of any changes or alterations in the schedule to any and all dates up to the Deadline to submit Proposals by means of an Addendum. Unless otherwise notified in writing by MDX, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities, and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

ACTIVITY	DATE	TIME
Advertisement and Distribution of the Solicitation Documents	06/01/09	After 12:00 p.m.
Cone of Silence Begins	06/01/09	After 12:00 p.m.
Pre-Proposal Conference	06/08/09	10:00 a.m.
Deadline to submit Potential Conflict of Interest Information	06/08/09	5:00 p.m.
Deadline for Proposers to Submit Questions	06/12/09	5:00 p.m.
Deadline for Responses to Questions from Proposers	06/16/09	5:00 p.m.
Deadline to Submit Proposals	06/23/09	2:00 p.m.
Technical Evaluation Committee (TEC) Meeting to evaluate Proposals	On or about 07/10/09	T.B.D.
Endorsement of Award by Operations Committee	On or about 07/14/09	T.B.D.
Approval of Award by MDX Board of Directors	On or about 07/28/09	T.B.D.
Posting of Notice of Award	On or about 07/28/09	T.B.D.

8.0 PRE-PROPOSAL CONFERENCE

MDX will conduct a Pre-Proposal Conference for all Proposers at the date and time shown in the Schedule of Events above. The Pre-Proposal Conference will be held at the William M. Lehman Building (MDX Headquarters), 3790 Northwest 21st Street, Miami, Florida 33142.

The purpose of the Pre-Proposal Conference is to provide an open forum for MDX to review the Solicitation Documents and the required Services with the Proposers and to respond to any questions regarding the Solicitation Documents and/or the Services.

At least two (2) days before the Pre-Proposal Conference, Proposers may submit written questions to MDX, at the address provided in the section herein entitled **Contact for this Solicitation** that they want addressed at the Pre-Proposal Conference. Proposers should pay particular attention to identifying any improvements, corrective measures, or other changes that should be incorporated into the Solicitation Documents or the Contract Documents that may have been overlooked. Failure to submit written questions prior to the Pre-Proposal Conference will not preclude Proposers from orally asking questions at the Pre-Proposal Conference. However, questions arising before and after the Pre-Proposal Conference should be addressed in compliance with the section herein entitled **Communications and the Cone of**

Silence.

In the event that discussions or questions at the Pre-Proposal Conference require, in MDX's opinion, official additions, deletions, or clarification to the Solicitation Documents, MDX will issue an Addendum as MDX determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Conference, will be binding to MDX.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days notice prior to the proceeding. Please contact MDX's Procurement Office at (305) 637-3277 for assistance. If hearing impaired, telephone the Florida Relay Service Numbers (800) 955-8771 (TDD) or (800) 955-8770 (VOICE), for assistance.

9.0 INSTRUCTION TO PROPOSERS

9.1 Examination of Solicitation Documents

Before submitting a Proposal, it is the responsibility of the Proposer to:

- (a) Examine thoroughly the Solicitation Documents and other related data identified in the Solicitation Documents;
- (b) Study and carefully correlate Proposer's knowledge and observations with the Solicitation Documents and such other related data; and
- (c) Promptly notify MDX of all conflicts, errors, ambiguities or discrepancies, which the Proposer discovers in or between the Solicitation Documents and such other related documents. A Proposer shall be solely responsible for the consequences arising from any reliance by the Proposer on any such conflict or discrepancy made without notifying MDX, as required above.

9.2 Oral Instructions and Communications

9.2.1 Oral Instructions

No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any MDX member, employee, consultant or the General Engineering Consultant ("GEC").

No interpretation of the meaning of the Services, or the Proposal Documents and/or Contract Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made orally to any Proposer.

All such interpretations and supplemental instructions will be issued to all Proposes by MDX in the form of written Addenda/Addendum.

Only those communications that are in writing from MDX shall be considered as

a duly authorized expression on behalf of MDX. MDX will issue written responses, in the form of Addenda, as indicated in the section herein entitled **Addenda**, to questions posed by all Proposers in receipt of the Solicitation Documents.

Also, only written communications from Proposers, signed by persons who are authorized to contractually bind the Consultant, will be recognized by MDX as duly authorized communications on behalf of the Proposers.

Any questions, requests for interpretations or supplemental instructions arising from the Solicitation Documents must be submitted in writing and sent to the individual at the address indicated in the section herein entitled **Contact for this Solicitation** on the form herein attached as **Proposer Questions Template**. In order for questions to be answered in a timely manner, they must be received no later than the date and time specified in the section herein entitled **Schedule of Events**. Proposers are responsible for ensuring that their questions, etc. have been timely received by MDX.

9.2.2 Communications and the Cone of Silence

This solicitation is under the “Cone of Silence” and therefore, communications related to any aspect of this solicitation and/or the Project is restricted as follows:

COMMUNICATIONS BETWEEN ANY PROPOSER OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES AND ANY BOARD MEMBER OF MDX, EMPLOYEES, AGENTS, COUNSEL OR REPRESENTATIVES, INCLUDING ITS CONSULTANTS, AND ITS EVALUATION COMMITTEE MEMBERS, ARE STRICTLY PROHIBITED FROM THE DATE OF THE ADVERTISEMENT OF THE SOLICITATION DOCUMENTS THROUGH THE DATE OF EXECUTION OF THE CONTRACT.

The only exceptions to this are:

- (1) Written requests regarding information or clarification made to the MDX Procurement Office utilizing the form herein attached as **Proposer Questions Template**;
- (2) Meetings called or requested by MDX and attended by Proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, the communications at the Pre-Proposal Conference, Oral Interviews, Negotiations, site visits to MDX’s or Proposers’ facilities, as applicable;
- (3) Written and oral contract negotiations with the Executive Director or his designated representative; or
- (4) Communications by Proposers not selected under this procurement.

- (5) Exception No. 4 above will only apply seventy-two (72) hours after MDX approval of the Successful Proposer, assuming no protest is filed;
- (6) The addressing of the MDX Board or any of its committees at public meetings; and
- (7) Communications permitted by the MDX Procurement Policy, as amended.

ANY VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS SECTION SHALL CONSTITUTE GROUNDS FOR IMMEDIATE AND PERMANENT DISQUALIFICATION FROM PARTICIPATING IN THIS PROCUREMENT.

Furthermore, any letters of recommendation included in the Proposal from MDX Board Members, staff or consultants dated within the cone of silence time frame, shall be deemed an automatic violation of the cone of silence, resulting in the immediate rejection of the Proposal.

9.2.3 Communications with Technical Representative

Proposers, upon request, may have a meeting with the MDX Technical Representative for this solicitation during the Cone of Silence. The meeting will be scheduled on the date and at the time of MDX's convenience, and will occur between the request date and the last date for which a meeting may be scheduled (seven (7) Calendar Days prior to Proposal submittal).

To request a meeting with the Technical Representative, the Proposer shall submit a request in writing to the **Contact Person for this Solicitation** within two (2) Calendar Days after the Pre-Proposal Conference, or by the date specified in the section herein entitled **Schedule of Events**. The request may include dates and times of the Proposer's availability, however, MDX reserves the right to schedule the meeting at its sole discretion.

A meeting date and time will be provided to Proposer. The meeting shall be audio recorded and shall become public record, subject to disclosure pursuant to F.S. Chapter 119. No meetings will be scheduled beyond seven (7) Calendar Days prior to the Proposal Submission Date.

Please be advised that the purpose of this meeting is limited to responding to technical questions from Proposers requesting a Technical Representative Meeting. Administrative questions will not be answered at these scheduled meetings. Proposers shall submit any questions relating to administrative aspects of this Solicitation by the deadline for Proposers to submit questions as specified in the section herein entitled **Schedule of Events**.

9.3 Addenda

In the event that MDX finds it necessary to supplement, modify or interpret any portion of the Solicitation Documents during the Proposal preparation period, such procedure(s) shall be accomplished by issuance of written Addenda/Addendum.

All Addenda shall be in writing from MDX with content and number of pages. Each Proposer shall acknowledge receipt of all Addenda by signing and providing with their Proposal, the Acknowledgement of Receipt of Addenda provided in the Administrative Package.

All Addenda will be posted on the MDX's website and it shall be the responsibility of the Proposer to ensure receipt of all Addenda issued by MDX.

In the event of conflicts in the Addenda, the most recent addendum will govern, unless otherwise specified in writing by MDX.

Only those Proposers who have downloaded the Solicitation Documents shall receive e-mail notification of Addenda directly from MDX.

9.4 Professional Ethics and Lobbyist Disclosure

9.4.1 Professional Ethics

If MDX has knowledge or reason to believe that any person has violated the provisions of State professional licensing laws or rules, it shall submit a complaint about the violations to the Department of Business and Professional Regulation.

Any person who is employed by MDX and licensed by the Department of Business and Professional Regulation and who, through the course of his or her employment, has reason to believe that any person has violated the provisions of State licensing laws or rules, shall submit a complaint about the violations to the Department of Business and Professional Regulation.

Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the State licensing laws or rules applicable to that licensee. The complaint shall be confidential. Moreover, any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455, F.S. and applicable State law.

By signing the Proposal, the Proposer certifies that no principal (which includes shareholders, partners, officers, directors, or executives) is presently suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State of Florida department or agency.

9.4.2 Lobbyist Disclosure

Pursuant to the MDX Procurement Policy, all Proposers (actual or potential) are required to submit Lobbyist Disclosure information regarding any Lobbyist representing the Proposer for the Contract. Alternatively, Proposers shall acknowledge that no Lobbyists have been retained with respect to the Contract. This information shall be provided in the applicable section of the Administrative Package.

PROPOSERS THAT FAIL TO COMPLETE THE LOBBYIST DISCLOSURE IN THE ADMINISTRATIVE PACKAGE AND SUBMIT WITH THEIR PROPOSAL MAY BE DEEMED NON-RESPONSIVE AND MAY RESULT IN THE PROPOSER BEING PROHIBITED FROM PARTICIPATING IN THIS PROCUREMENT.

Proposers shall be responsible for providing MDX with any updates, and/or corrections etc. to the Lobbyist Disclosure after its submittal to MDX.

No person shall engage in Lobbying activities relating to this solicitation during the Cone of Silence, as it relates to any matter of the procurement including, but not limited to, the Contract or the selection process detailed herein. Lobbying during the Cone of Silence for the procurement shall result in the Proposer being prohibited from participating in this procurement.

Note: The Services are being procured pursuant to the Consultants' Competitive Negotiation Act ("CCNA") and as such, there is a prohibition against contingent fees (See Section 287.055(6), F.S.).

9.5 Joint Venture

Two or more firms may form a joint venture, although one is not required for purposes of responding to this solicitation and providing the Services contemplated herein. Joint ventures shall be considered as one entity by MDX in the evaluation of the response to this solicitation, that is, the qualifications of each individual firm comprising the joint venture shall be combined and evaluated as one Proposer for the purposes of arriving at a Proposal score, and Oral Interview score, if applicable, for the joint venture.

A joint venture firm may satisfy the technical certification requirements of this solicitation for the Proposer through one or more of the firms comprising the joint venture. The joint venture shall at a minimum comply with the following additional requirements:

- The joint venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to the proposal submittal date; and
- Each individual firm comprised of the joint venture shall, in its own name, be qualified in their respective areas of expertise prior to the submittal date.

Full compliance with the requirements set forth above is required, as well

as properly documented compliance with any other certification and additional requirements set forth in the Solicitation Documents.

9.6 Subconsultants and/or Subcontractors (as applicable)

All Subconsultants and/or Subcontractors are subject to MDX approval. MDX reserves the right to reject any and all Subconsultants and/or Subcontractors listed by the Proposer and bears no responsibility or liability to the Proposer or Subconsultant and/or Subcontractor for any commitments made regarding the use of particular Subconsultant and/or Subcontractor for the Services. Furthermore, MDX reserves the right to limit the tasks to be assigned to any Subconsultant and/or Subcontractor.

The Proposer shall submit with the Proposal, the Prime & Subconsultant/Subcontractor Information Statement which shall include a list of all Subconsultants and Subcontractors that may perform the Services in the Contract for which pre-qualifications/certifications are required at the time of Proposal submission in accordance with the section herein entitled **Pre-Qualification Criteria and Additional Submittal Requirements**

No more than **sixty percent (65%)** of the Services can be performed by Subconsultants/Subcontractors, and at least **forty (35%)** of the Services must be performed by full-time employees of the Proposer. Full-time employees must be on the Proposer's payroll, or the payroll of one of the partners in a joint venture (as applicable), and shall not include leased or temporary employees without prior written approval of MDX.

All proposed Subconsultants/Subcontractors shall be qualified both technically and financially to perform the Services for which they are listed.

Except as permitted in the section herein entitled **Allowable Substitution for a Limited Purpose**, if before the Notice of Award is issued, MDX has a reasonable objection to any proposed Subconsultants/Subcontractor, MDX may request the apparent Successful Proposer to submit an acceptable substitute at no additional cost to MDX and subject to MDX's prior written approval. If the apparent Successful Proposer declines to make any such substitution, then MDX may award the Contract to another Proposer. If MDX does not make a written objection to the Subconsultants/ Subcontractors submitted by the Proposer, in accordance with the requirements herein, prior to issuance of the Notice of Award, then such list will be deemed acceptable to MDX.

Proposers will be evaluated based on their team as submitted in their Proposal. As such, no changes can be made to the proposed team, without a justifiable cause, and written approval from MDX.

9.7 Allowable Substitutions for a Limited Purpose

The substitution of Subconsultants and/or Subcontractors and/or proposed key personnel after Proposal submission shall only be allowed for reasons beyond the

control of the Proposer as determined by MDX. Such substitutions shall only be considered by MDX when:

- (1) It is determined to be in the best interest of MDX;
- (2) It is determined not to affect the existing process; and
- (3) No Proposer is conferred a competitive advantage over any other Proposers as a result of the substitution.

MDX has sole discretion to make these determinations.

If a substitution is required, the Proposer shall submit a request in writing to MDX to the attention of the contact person provided in the section herein entitled **Contact for this Solicitation**. Such request shall include a detailed explanation for the proposed substitution.

Any substituted Subconsultant and/or Subcontractor and/or proposed key personnel shall comply with the same technical qualifications as the removed Subconsultant/Subcontractor/proposed key personnel and must otherwise comply with all other requirements of this solicitation, including where applicable, the SB Requirements certification, and shall have the same responsibilities/role on the team as the original proposed member.

Alternatively, if the Proposer wishes to rely on the qualifications and technical certifications of the remaining members of the Proposer's team to substitute for the Subconsultant/Subcontractor or originally proposed key personnel no longer participating on the team, it shall so notify MDX in writing and provide such other information as may reasonably be required for the evaluation of the existing team members in the performance of these additional duties to be undertaken in place of the substituted member.

Please note that for the reasons set forth above, it is anticipated that MDX will not allow any substitutions to occur after the Technical Evaluation Committee ("TEC") has commenced the evaluation of Proposals. However, MDX reserves the right, in the event it is determined to be in the best interest of MDX, to reconvene the TEC and re-evaluate all teams to accommodate a substitution allowed pursuant to this Section.

Please note that key personnel are defined as the Senior Project Engineer, the Project Administrator and Senior Inspectors.

9.8 Teaming Restrictions

Proposers shall not submit more than one Proposal. In addition, a Proposer shall not be a part of another Proposer's Proposal. Subconsultants and Subcontractors shall be permitted to team up with multiple Proposers submitting Proposals for this solicitation. Please be advised that in the event a Proposer fails to adhere to the restrictions as

stated herein, then all affected Proposals shall be deemed non-responsive.

9.9 Debarment and Public Entity Crime Information Statement

9.9.1 Debarment

By submittal of a Proposal and subsequent execution of the Contract, the Consultant represents and certifies that it, its primary officers, its owners or its employees who will be performing the Services have not been convicted or plead guilty to a state or federal offense involving fraud, corruption or moral turpitude and is not now listed by any state or federal agency as debarred, suspended, proposed for suspension or debarment, voluntarily excluded or otherwise ineligible from participating in this procurement or state (including but not limited to the State of Florida) or federal procurement programs.

If the Consultant is a corporation, partnership or other form of business organization, the representations and certifications shall apply not only to the individual(s) who will be performing the Services, but also to the principal officers and owners of the business organization.

The Consultant agrees to indemnify MDX for any costs and expenses, including but not limited to audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by the Consultant in regards to this certification.

9.9.2 Public Entity Crime Information Statement

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

By signing the Proposal, the Proposer certifies that no principal (which includes shareholders, officers, directors, or executives) is presently suspended, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State of Florida department or agency.

Proposers and Subconsultants/Subcontractors shall address this criterion by completing and submitting with the Proposal Public Entity Crimes provided in the Administrative Package.

9.10 Review of Facilities and Qualifications

After the Proposal due date and prior to execution of the Contract, MDX reserves the right to perform or have performed an on-site review of any Proposer's facilities and qualifications as well as documentation provided. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff that can provide the necessary facilities and perform the Services.

The review may also serve to verify whether the Proposer has adequate financial capability to meet the Contract requirements. Should MDX determine that the Proposal or subsequently submitted documentation has material misrepresentations or that the size or nature of any Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory Contract performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, MDX has the right to reject the Proposal.

9.11 Protest Rights

To be considered, a protest must be in writing and filed by the Proposer with the Secretary of the MDX Board within:

- Seventy-two (72) hours, excluding Saturdays, Sundays and legal holidays, after posting of this solicitation, if the protest is directed towards this solicitation, or
- Seventy-two (72) hours, excluding Saturdays, Sundays and legal holidays after posting of the Notice of Award, if the protest is directed towards the awarding of the Contract.

A protest bond in the amount of twenty-five thousand dollars (\$25,000.00) will be required for any protest. Failure to comply with these requirements shall constitute a waiver of any right to initiate any protest proceedings regarding the Solicitation Documents or the Contract.

Within five (5) calendar days from the date of filing of the protest, the protesting party shall provide MDX with the grounds for its protest. Upon receipt of a written protest that has been timely filed, MDX and the protesting party shall attempt to resolve the protest by mutual agreement within ten (10) calendar days from the date of filing of the protest.

If the protest is not resolved by mutual agreement within ten (10) calendar days from the date of filing, MDX and the protesting party shall select a mutually agreed-upon mediator and participate in mediation. All costs of mediation shall be borne by the protesting party, unless otherwise agreed upon by MDX. No court proceedings regarding any protest may be filed until the parties have first participated in mediation. In the event that a party serving a protest in accordance with Section 10-101 of the MDX Procurement Policy fails to:

- (1) Resolve the protest by mutual agreement within ten (10) calendar days from the date of filing of the protest;
- (2) Work with MDX to select an agreed-upon mediator and participate in mediation within thirty (30) days after the failure to reach a mutual agreement; or
- (3) File and serve the requisite legal proceeding within thirty (30) days after the termination of an unsuccessful mediation, the protest shall be deemed withdrawn and have no further force and effect.

Any waiver of this provision must be in writing and signed by MDX's Executive Director.

For additional information regarding protests, please refer to MDX's Procurement Policy, as amended from time to time.

9.12 Surety Companies Acceptable to MDX for a Protest Bond, if applicable

To be acceptable to MDX as Surety for any bond required by the Solicitation Documents or Contract Documents, a Surety Company shall comply with the following provisions:

- (1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (2) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Solicitation Documents are issued.
- (5) The Surety must have a registered agent in the State of Florida, meet all of the requirements of the laws of Florida and the regulations of the Authority, and receive the Authority's approval.
- (6) If the total Contract Award Amount exceeds five hundred thousand dollars (\$500,000.00), the Surety Company shall also comply with the following provisions:
 - (a) The Surety Company shall have at least the following minimum ratings in the latest issue of A. M. Best's Key Rating Guide:

Total Contract Amount	Policy-Holder's Rating	Required Financial Rating
\$ up to 1,000,000	A-	CLASS I
1,000,001 up to 2,000,000	A-	CLASS II
2,000,001 up to 5,000,000	A-	CLASS III
5,000,001 up to 10,000,000	A-	CLASS IV
10,000,001 up to 25,000,000	A-	CLASS V
25,000,001 up to 50,000,000	A-	CLASS VI
50,000,001 up to 100,000,000	A-	CLASS VII

- (b) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policyholders, provided:
- o Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier provided that authorization or approval by the State of Florida Department of Insurance to do business in this state has been met.
 - o In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

9.13 Costs Incurred by Proposers

All expenses involved with the preparation and submission of the Proposal to MDX, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any Proposals received, or for any other effort required of or made by the Proposer prior to issuance of a Notice to Proceed for Services as defined by the Contract approved by the governing body of MDX.

9.14 Conflict of Interest

Any Proposer, including any Proposer that is currently a MDX Consultant, Subconsultant or Subcontractor involved in an MDX project, who believes that it may have a potential or actual conflict of interest regarding this procurement shall be required to submit in writing on or before the due date and time specified in the section herein entitled **Schedule of Events**, such information which shall include sufficient details regarding the actual or potential conflict of interest to allow MDX to evaluate such conflict. This shall include, but not be limited to, existing scope(s) of services being performed on current contract(s) and the relationship to the projected Services to be performed on this contract, and any business or personal relationship with MDX employees, Board Members, and/or consultants, and any other factors that relate to the potential or actual conflict.

Failure to do so may result in an adverse determination by MDX, i.e., a determination that the Proposal is non-responsive to the Solicitation Documents. MDX also reserves the right to request additional information regarding such potential or actual conflict. Proposers may ask questions regarding conflicts of interest by written submission of questions in accordance with the procedure set forth in this document.

MDX will make a determination regarding such conflicts by the due date and time specified in the Schedule of Events. Any Proposer found to have a conflict of interest which MDX determines, in its sole discretion, will interfere with the Proposer's or its Subconsultant(s) or Subcontractor(s) ability to perform the Services will be informed of the determination and will be prohibited from submitting a Proposal in response to this solicitation.

MDX also reserves the right to cancel any award or contract with any Proposer who fails to disclose such a conflict of interest during the allotted time in the procurement process.

It is the Proposer's responsibility to disclose to MDX any conflict of interest with its existing contracts and this Procurement and/or conflicts of interest with the Proposer's personnel or Subconsultants or Subcontractors and MDX staff, Consultants and/or Board Members. This RFQ incorporates by reference the MDX Code of Ethics Policy. The MDX Code of Ethics Policy is available on the MDX website.

All Proposers are subject to the MDX Code of Ethics and all Proposers shall become familiar with the MDX Code of Ethics Policy and ensure conformity with its requirements in all dealings with MDX employees, consultants, and MDX Board Members. Proposer shall disclose to MDX any business dealings or other relationship the Proposer has with any MDX employee, consultant or MDX Board Member during the allotted time in the procurement process.

The Successful Proposer and any of its employees, including any Subconsultants and Subcontractors that are assigned to the Services shall not enter into any contract with MDX or any other private or public entity during the term of the contract with MDX that would create or involve a conflict of interest or the appearance of a conflict of interest with the Services provided herein.

9.15 Familiarity with Policies and Laws

The Proposer is required to be familiar and shall comply with all Federal, State and local laws, ordinances, rules, and regulations that in any manner affect the Services. Ignorance on the part of the Proposer will in no way relieve the Proposer from responsibility.

The Proposer shall also be familiar with and comply with MDX policies, guidelines and manuals applicable to the Contract or payment for Services thereof, including the MDX Code of Ethics and the MDX Procurement Policy, including the Section entitled Contract

Performance Evaluation Policy.

9.15.1 Preservation of Cultural and Natural Resources.

If awarded the Contract for the Services covered by this solicitation, the Consultant and all Subconsultants and Subcontractors shall comply with all applicable laws and regulations pertaining to the preservation of cultural resources, natural resources, and the environmental regulations as issued by all of the governmental authorities.

9.15.2 MDX Procurement Policy:

All respondents to MDX procurements and all consultants and contractors under contract with MDX are required to be in compliance, at all times, with the applicable procurement and contract documents and the MDX Procurement Policy, as amended. The current MDX Procurement Policy can be found on MDX's website at www.mdx-way.com or by contacting the MDX Procurement Office.

9.15.3 Florida Products and Labor (NOT APPLICABLE)

The Consultant shall comply with Section 255.04, Fla. Stat., which requires that for public building contracts, Florida products and labor shall be used whenever prices and quality are equal.

9.15.4 Public Records

The Consultant shall allow public access to all documents, papers, letters, or other material, subject to the applicable provisions of Chapter 119, Fla. Stat., and made or received by the Consultant in conjunction with the Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of the Agreement by MDX.

9.15.5 Unauthorized Aliens

MDX shall consider the employment by the Consultant of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the Contract.

9.16 Public Release of Information

The Consultant shall make no statements, press releases, or publicity releases concerning the Agreement, the Services, the subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract Documents or the Agreement, or any particulars thereof, during the period of the Agreement, without MDX's written consent.

9.17 Interest Provisions

Any monies not paid when due to either party under this Agreement shall not bear interest, except as may be required by Section 215.422(3)(b), Fla. Stat., as amended.

9.18 Cancellation Privileges

The performance by MDX of any of its obligations under the Solicitation Documents, and the subsequent Contract, will be subject to and contingent upon the availability of monies lawfully appropriated for such purposes. If MDX deems at any time during the term of the Solicitation Documents or the Contract that monies lawfully applicable to the Solicitation Documents or the Contract shall not be available for the remainder of this term, or that for cause the Contract shall be canceled, MDX shall notify the Proposers/Consultant in writing, with instructions as to the effective date of cancellation, whereupon the obligations of the parties herein shall end and the Solicitation Documents or the Contract shall be considered canceled by mutual consent.

9.19 Use of MDX Logo/Symbol

The use of the MDX logo and/or any symbol registered by MDX is strictly prohibited by MDX. Therefore, neither the MDX logo nor any symbol registered by MDX shall be copied or otherwise utilized by any Proposer in its Proposal or in any other documentation. If any Proposer violates such prohibition against the utilization of the MDX logo and/or any other registered symbol of MDX, MDX, at its sole discretion, may: (1) seek legal action against such Proposer; and/or (2) deem the Proposer's Proposal non-responsive.

9.20 Miscellaneous

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

There are no understandings or agreements except as herein expressly stated.

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all court proceedings shall be Miami-Dade County, Florida. The Consultant agrees to waive its right to a jury trial.

In the event that a court of valid jurisdiction finally determines that any provision of the Contract is illegal or unenforceable, the Contract shall be construed as not containing such provision, and all other provisions that are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

Failure to capitalize any defined term in the Solicitation Documents and Contract Documents shall not change the meaning of the defined term when used in such

documents.

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Contract.

The Consultant guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any Subconsultant or Subcontractor, in connection with the Contract.

10.0 PRE-QUALIFICATION CRITERIA

10.1 Pre-qualification Criteria

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their Proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Pre-qualification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non responsive.

The Proposer and/or its Subconsultants and Subcontractors shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

1. The Consultant shall be pre-qualified pursuant to Rule 14-75 of the Florida Administrative Code (F.A.C.), as detailed below:
 - Sub-Category 10.1 Roadway Construction Engineering Inspection
2. The Consultant shall have a minimum of three (3) years specific experience in providing Construction Engineering and Inspection Services as described herein.
3. The Consultant shall be currently certified as CBEs with Miami Dade County, and its Subconsultants/Subcontractors shall be certified as either CBE, SBE, and/or ME depending on the Services to be provided.
4. The Consultant's and its Subconsultant's/Subcontractors personnel shall meet the minimum qualification requirements as outlined in the attached exhibit herein entitled **Personnel Qualifications and Experience Requirements**.
5. The Proposer shall execute a Small Business Commitment Statement

stating that the Consultant shall satisfy **One Hundred percent (100%)** Small Business Participation Requirement for the Contract in compliance with MDX's Small Business Participation Policy.

6. In addition the Proposer shall provide evidence that the Small Business(es) identified in the Proposal, to be utilized to meet the Small Business Requirement for the Contract, are currently certified pursuant to Miami-Dade County's Community Business Enterprise ("CBE"), Small Business Enterprise (SBE), and/or Micro Enterprise (ME) Programs (as may be required for the Services).

Please refer to the section herein entitled **Small Business Participation Requirements** for details.

10.2 Additional Pre-qualification Criteria

In addition, to the above requirements the Consultant and/or Subconsultant that will be performing the applicable Work shall also be pre-qualified with the categories below as deemed necessary for each Task Authorization. Consultants will not be deemed non responsive if prequalification documentation is not submitted with Proposal for the below categories. However, prior to the commencement of Work under the categories below, the Consultant and/or Subconsultant/Subcontractor shall provide documentation to MDX meeting these pre-qualification requirements:

1. The Consultant and or its Subconsultant/Subcontractor shall be pre-qualified pursuant to Rule 14-75 of the Florida Administrative Code (F.A.C.), as detailed below:
 - Sub-Category 10.3 Construction Materials Inspection
 - Sub-Category 8.1 Control Surveying
 - Sub-Category 8.2 Design, Right of Way and Construction Surveying

10.3 Additional Submittal Requirements

Proposers shall submit the following documentation, however Proposers will not be deemed non-responsive for not demonstrating compliance with the following requirements in their Proposal. MDX shall have no duty or requirement or obligation to seek from the Proposers documents required to comply with the requirements below, but reserves the right to obtain from Proposers, prior to the meeting of the TEC, documents to satisfy the following requirements and thereby deem the Proposer responsive. Proposers shall be deemed non-responsive if not able to meet the following requirements upon further request from MDX. Please be advised that Proposals that

are complete are favorable to MDX.

a. Transacting Business in the State of Florida

All Proposers shall be in good standing with and qualified to do business in the State of Florida. This information will be verified. Furthermore, it is the responsibility of the Proposer to confirm that all of its Subconsultants and Subcontractors are also in good standing and qualified to do business in the State of Florida.

Firms not currently registered in the State of Florida shall provide documentation with their Proposal demonstrating that an application has been submitted to the Florida Department of State Division of Corporations. MDX shall not execute a contract if the Successful Proposer is not registered and in good standing to do business in the State of Florida.

b. Full-Service Operational Office

The Consultant shall have a full-service operational office located in Miami-Dade County at the time the Notice to Proceed is issued. Information must also be provided as to the location of the Proposer's office(s). If the Proposer has offices outside Miami-Dade County, the Proposer shall submit an affirmative statement confirming that, if selected, it will establish such an office in Miami-Dade County.

c. Administrative Package for Professional Services

MDX has developed an Administrative Package of required forms/documentation to be completed and turned in by the Proposer, as applicable.

11.0 EQUAL EMPLOYMENT OPPORTUNITIES

The Miami-Dade Expressway Authority prohibits discrimination on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., the Florida Civil Rights Act of 1992, as amended, § 760.10 et seq., Fla. Stat., and other Federal and state discrimination statutes. MDX notifies all Proposers and individuals that it requires and encourages equal employment opportunities for minorities and women.

MDX strongly supports disadvantaged, small, minority and women owned businesses having full opportunity to submit Proposals in response to this solicitation and commits that Proposers will not be discriminated against on the basis of sex, race, color, national origin, religion or disability, or other protected status. The overall goal of MDX is to obtain a M/WBE and/or DBE participation of twenty-five percent (25%) for the aggregate of its projects ("Overall

Participation Goal”).

However, compliance with the Overall Participation Goal is not a prerequisite for the project nor does it count towards either the Small Business Requirement (if any) or the SB Bonus.

The Overall Participation Goal may be satisfied by M/WBE’s, DBE’s and SBE’s that are currently certified as such with the State or Miami-Dade County. Satisfaction of the Small Business Participation Requirement for the Contract will be counted toward the Overall Participation Goal.

In addition, MDX has adopted a Small Business Participation Policy, which requires Small Business participation in all of its contracts. Please refer to the section herein entitled **Small Business Participation Requirements** for the Small Business Participation Requirements for the Contract.

12.0 SMALL BUSINESS PARTICIPATION REQUIREMENTS

This Contract has been Set Aside to certified Small Businesses as defined in the MDX Small Business Policy. The Consultant shall be certified by Miami-Dade County as a Community Business Enterprise (“CBE”) at the time of Proposal submittal. The Consultant may subcontract with other firms that are also certified by Miami-Dade County as either Community Business Enterprise (“CBE”), Small Business Enterprise (SBE), or Micro Enterprise (ME) depending on the Services to be provided by that firm. This requirement is met by utilization of firms certified pursuant to Miami-Dade County’s Community Business Enterprise (“CBE”), Small Business Enterprise (SBE), and/or Micro Enterprise (ME) Programs as may be required for the Services.

The Consultant shall self-perform a minimum of **thirty five percent (35%)** of the Services. **Compliance with the SB Requirement is mandatory and all Proposers shall be required to satisfy the SB Requirement. Proposers failing to meet this requirement shall be deemed non-responsive.**

Any commitment to Small Business participation for the Services shall be a contractual requirement of the Proposer and will be enforced in accordance with the provisions of the Contract Documents and the MDX Small Business Policy.

ACHIEVEMENT OF THE SB PARTICIPATION REQUIREMENT THROUGHOUT THE TERM OF THE CONTRACT WILL BE ADMINISTERED AS DETAILED IN THE CONTRACT. PLEASE BE AWARE THAT PENALTIES SHALL BE APPLIED AND POSSIBLE CONTRACT TERMINATION MAY BE EXERCISED BY MDX FOR NON-COMPLIANCE OF THE SB PARTICIPATION REQUIREMENT.

Please note that within the context of this Solicitation Document, when the term Small Business or SB is used, it is intended to include all firms certified pursuant to Miami-Dade County CBE, SBE, and ME Programs.

12.1 Good Faith Efforts

Not Applicable to this Solicitation.

12.2 Small Business Participation Bonus

Not Applicable to this Solicitation.

12.3 Other Small Business Participation Requirements

12.3.1 Documentation to be Submitted With the Proposal

The Small Business Requirement shall be satisfied by submitting a Small Business Commitment Statement committing to assignment of Services valued at one hundred percent (100%) of the Consultant's Negotiated Contract amount to SB certified firms. Proposers shall provide the following documentation as part of the Proposal:

- a. The Small Business Commitment Letter**, signed by an officer or other authorized representative of a Proposer, which specifically commits the Proposer to meet the Small Business Requirement.
- b.** Evidence that the Small Business(es) identified in the Proposal to be utilized in the Contract, are currently certified pursuant to Miami-Dade County's SB Programs, as applicable.
- c.** A list of Small Businesses as provided on the Prime and Subcontractor/Subconsultant Information Statement.

12.3.2 Documentation Prior to Contract Execution

The following documentation shall be submitted by the Successful Proposer upon Contract negotiations and prior to Contract Execution:

- 1.** The Small Business Participation Statement identifying all Small Businesses to be utilized in the Contract, the services each will perform, and the dollar value of such services;
- 2.** The Small Business Utilization Report which shall be used as a basis to monitor the Consultants utilization of SB's throughout the term of the Contract and shall indicate when, in the duration of the Contract, Proposers propose to utilize the Small Businesses. It is important to MDX that Small Businesses be provided work throughout the duration of the Contract, whenever possible, and particularly at the beginning of the Contract, as opposed to the end of the Contract.

The Small Business Utilization Report shall break down the Small Business utilization per year including information as to the type of work that the Small Business will provide, the amount of money to be paid to the Small Business, and the type of certification(s) of each of the

Small Businesses, as determined by either the State or Miami-Dade County. This Report is to be utilized to meet the proposed Small Business participation to be provided for the Project. This form may be found on the MDX website under Procurement Forms

12.3.3 Restrictions

Pursuant to the MDX Small Business Participation Policy, the following restrictions apply to the utilization of Small Businesses. Consultants shall not receive consideration toward meeting the Small Business Requirement if any of the following restrictions are included in their Proposal, unless prior approval has been received from MDX as consistent with normal industry practice as may be applicable.

- Assignment of Services to Small Business(es) for acting essentially as a conduit to transfer funds to a non-Small Businesses;
- Assignment of Services to Small Business(es) who subcontract Services further to non-Small Business(es);
- Assignment of Services to Small Business(es) for which Services the Small Business is not certified to perform under the SB Program;

Assignment of Services to Small Business(es) that do not serve as Commercially Useful Functions under the MDX Small Business Participation Policy;

13.0 INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

13.1 Indemnification

The Consultant shall be required to defend (if allowed by law), indemnify and hold harmless, Owner ("MDX"), and all of Owner's Officers, Agents, Employees, and Successors from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by the Consultant, its agents, employees, or Subconsultants, or Subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which Owner or said parties may be subject.

The Consultant shall also be required to defend (if allowed by law), indemnify and hold harmless, the Florida Department of Transportation (in its capacity as titleholder of the MDX System) ("FDOT") and all of FDOT's Officers, Agents, Employees, and Successors from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by the Consultant, its agents, employees, or Subconsultants or Subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which Owner or said parties may be subject.

The Consultant's obligation to defend (if allowed by law), and indemnify the Owner or FDOT shall be triggered by Owner's notice of claim for indemnification to the Consultant. The Consultant's inability to evaluate liability or its evaluation of liability shall not excuse the Consultant's duty to indemnify within seven (7) days after such notice by Owner is given by registered mail.

Only an adjudication of judgment after the highest appeal is exhausted specifically finding Owner solely negligent shall excuse performance of this provision by the Consultant with respect to indemnification of the Owner. The Consultant shall pay all costs and fees related to this obligation and its enforcement by Owner. Owner's failure to notify the Consultant of a claim shall not release the Consultant of the above duty to indemnify.

The Consultant shall provide written evidence that a complete copy of the Solicitation Documents, and any resulting Contract, has been delivered to the insurance company underwriting each insurance policy herein required of the Consultant.

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Contract.

The Consultant guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any Subconsultant or Subcontractor, in connection with the Contract. The Owner's final acceptance and payment does not release the Payment and Performance Bonds until all such claims are paid or released (as applicable).

The parties agree that one (1) percent of the total compensation to the Consultant for performance of this Agreement is the specific consideration from Owner to the Consultant for the Consultant's indemnity agreements.

13.2 Liability Insurance Requirements

The Consultant shall be required to comply with the liability insurance requirements as set forth in the exhibit attached herein entitled **Insurance Requirements**, prior to commencement of any Services in connection with any contract resulting from this solicitation

Proposers shall acknowledge the Insurance Requirements Statement provided in the Administrative Package. A certificate of insurance is only required from the Consultant upon Contract Execution. Please note that MDX will not issue a NTP if the Consultant has not met all insurance requirements.

14.0 PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

IT IS THE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

14.1 Proposal Format

Each Proposer shall prepare a Proposal to incorporate the following sections of requested information. The Proposal shall contain, at minimum, the following required information in the following order:

1. Cover Page and Contact Information:

The Cover Page shall include the MDX Procurement/Contract No., MDX Work Program No., and the Project/Service Title. Identify the Proposer authorized by law to render the services (as registered with the State of Florida Division of Corporations) and provide the Federal Employer Identification Number (FEIN). In addition, the Proposer shall include the name of an authorized signatory, (with authority to legally bind the Consultant), title, mailing address, phone number, fax number and Internet e-mail address.

The Proposer shall identify one person of authority that will receive all notifications from and will be contacted directly by MDX as needed in reference to this Procurement. Cover Page and Contact information shall be limited to one (1) 8-1/2" x 11" page.

2. General Description:

The Proposer shall provide a narrative limited to fifteen (15) 8-1/2"x11"pages addressing the following Evaluation Criteria as outlined below and as described in further detail in the section herein entitled **Evaluation Criteria**:

- Qualification and Experience
- Personnel and Staffing Plan
- Current and Projected Work
- Approach to the Services

3. Appendices:

a. Organizational Chart and Qualification Matrix:

This shall combine the Consultant's organizational chart and provide the Consultant and the Subconsultants/ Subcontractors qualifications in the work classes and work groups advertised. The one (1) page organizational chart and qualification matrix shall also identify the name, title, job classification and availability of each Key staff member.

b. Resumes:

Provide one (1) page resumes for all proposed personnel on the Proposer's team that will be assigned to the Contract to meet the requirements of the Solicitation Documents. The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable.

PLEASE NOTE THAT RESUMES THAT EXCEED THE ONE (1) PAGE LIMITATION WILL ONLY BE EVALUATED ON THEIR FIRST PAGE. ANY INFORMATION SUBMITTED BEYOND THIS LIMITATION WILL NOT BE ELIGIBLE FOR EVALUATION AND HENCE WILL NOT BE SCORED.

c. Required Documentation:

Please include the Administrative Package; all pre-qualification documents; licenses; permits; certification forms; exhibits; reference letters and any other information required in the Solicitation Documents.

14.2 Proposal Submittal Requirements

Proposals shall be limited to fifteen (15) 8-1/2"x11"pages, excluding Cover Letter and Contact Information and Appendices.

PLEASE NOTE THAT PROPOSALS THAT EXCEED THE FIFTEEN (15) PAGE LIMITATION WILL ONLY BE EVALUATED ON THE FIRST FIFTEEN (15) PAGES OF THE PROPOSAL. ANY INFORMATION SUBMITTED BEYOND THIS LIMITATION WILL NOT BE ELIGIBLE FOR EVALUATION.

All Proposals must be typed and should not include company brochures. Furthermore, all Proposers are strongly encouraged to implement the utilization of recycled paper and submit double-sided printed copies of their Proposals.

Foldout pages up to 11" X 17" in size may be used, in the General Description section of the Proposal. However, they may only be used for graphics to illustrate concepts and are limited to three (5) pages out of the fifteen page limitation. Foldout pages up to 11" X 17" in size may be used in other sections of the Proposal as may be necessary.

Type size shall be no less than an 11-point Arial font. The Proposal should be indexed and all pages sequentially numbered. Bindings and covers should be provided at the Proposer's discretion.

THE ADMINISTRATIVE PACKAGE SHALL BE SUBMITTED IN THE PROPOSAL AND MUST BE SIGNED AND DATED IN BLUE INK BY A REPRESENTATIVE OF THE PROPOSER WHO IS AUTHORIZED EITHER BY POSITION OR BY CORPORATE RESOLUTION TO

CONTRACTUALLY BIND THE CONSULTANT IN ALL ASPECTS OF THE PROPOSAL. THE ADMINISTRATIVE PACKAGE SHALL BECOME A PART OF THE CONTRACT DOCUMENTS.

Proposers shall submit an unbound original, and ten (10) bound copies [a total of eleven (11) sets] of the Proposal. In addition, an electronic copy on a CD in PDF format of the entire Proposal inclusive of appendices shall be submitted. The Proposal marked "Original" shall include originals of the Administrative Package-

Proposals shall be submitted in a sealed packet with the MDX Procurement/ Contract No., MDX Project/Service Title, and name of the MDX Contact Person on the front.

Proposals will be received until the date and time shown in the section herein entitled **Schedule of Events**. Proposals received after that date and time shall not be considered. Prior to the Proposal submittal deadline, hand-carried Proposals shall be delivered to the contact person to the address specified in the section herein entitled **Contact for this Solicitation** between the hours of 8:00 am and 5:00 pm only, Monday through Friday, excluding holidays observed by MDX. However, on the deadline date, Proposals must be received by the submittal due time as specified in the section herein entitled **Schedule of Events**.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements including submittal deadline and ensuring that the required address information appears on the outer wrapper or envelope used by such service. No e-mailed or faxed Proposals shall be accepted.

By submittal of a Proposal the Proposer acknowledges that the information contained in the Proposal is accurate and complete. The Proposer also agrees that failure to submit the properly executed and/or completed Administrative Package and other required documentation as required by the Solicitation Documents shall not relieve the Proposer from the intended requirement or from submission of the properly completed information.

15.0 MODIFICATION, RE-SUBMITTAL AND WITHDRAWAL OF PROPOSALS

Proposers may modify or withdraw previously submitted Proposals at any time prior to the submittal deadline shown in the section herein entitled **Schedule of Events**. Requests for modification or withdrawal of a submitted Proposal shall be in writing and shall be signed by the same individual who signed the Proposal.

Upon receipt and acceptance of such a request by MDX, the entire Proposal shall be returned to the Proposer and shall not be considered unless re-submitted by the submittal deadline shown in the section herein entitled **Schedule of Events**. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal of the Proposal after the due date. In this case, return of the Proposal shall be at MDX's sole discretion.

16.0 RIGHT TO REJECT PROPOSALS

16.1 General

MDX, at its sole and absolute discretion, reserves the right to reject any or all Proposals or part of any and all Proposals; waive irregularities in the Solicitation Documents or in the Proposals received as part of this Solicitation Document; or to withdraw the Solicitation Documents, if it is in the best interest of MDX. MDX also reserves the right to make an award without further discussion of the Proposals submitted.

16.2 Responsiveness of the Proposals and Disqualification

A responsive Proposal is an offer, which complies with and conforms to the requirements of the Solicitation Documents. Proposals which, in the opinion of MDX, are non-responsive may be rejected. Proposals requiring changes to any portion of the Solicitation Documents shall be considered non-responsive.

Proposals failing to comply with Exhibit A, Scope of Services and other criteria outlined in the Solicitation Documents shall be deemed non-responsive. Proposals may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein.

A Proposal may be found to be irregular or non-responsive for reasons including, but not limited to, failure to strictly comply with and satisfactorily address all requirements of the Solicitation Documents, failure to submit the information needed to evaluate the Proposal based on the Evaluation Criteria, failure to provide or complete the required Administrative Package, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals and improper and/or undated signatures. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for Contract Award.

16.3 Conditions Causing Disqualification of Proposals

Other conditions, which shall cause rejection of the Proposal, include, but are not limited to, an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, or evidence of collusion among Proposers. Such duplicate interest shall cause the rejection of all Proposals in which such Proposer has participated.

Additionally, obvious lack of experience or expertise to perform the Services, failure to perform or meet financial obligations for previous contracts, evidence that a Proposer has a financial interest in another Proposer seeking to perform the Services under the Solicitation Documents (any such affected Proposals would be rejected in that event), falsification of any Administrative Package required by MDX, or employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Naturalization Act.

No Proposal will be accepted from a Proposer who does not hold currently valid and appropriate local, state and federal permits, certifications and/or licenses necessary to perform the Services.

Proposers must select between submitting as the Proposer or as a Subconsultant/Subcontractor when responding to a specific solicitation. Proposers electing to submit as the Proposer may only respond once to a solicitation, limited to participation on a single team. If submitting as the Proposer, your firm may not participate as a Subconsultant/Subcontractor on the same solicitation. However, Subconsultants and Subcontractors may team up with more than one Proposer in submitting a Proposal for the Services.

Please be advised that in the event a Proposer or Subconsultant/Subcontractor fails to adhere to the restrictions as stated herein, then all affected Proposals shall be found non-responsive.

16.4 Waivers

MDX, at its sole and absolute discretion, reserves the right to waive minor informalities or irregularities in the Proposal or in the submittals received as part of the Proposal; where such is merely a matter of form, and not substance, and the correction or waiver of which is not prejudicial to other Proposers.

Minor irregularities are defined as those that will not have an adverse effect on MDX's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.

17.0 PROPOSAL EVALUATION PROCESS

Each Proposer shall submit a written Proposal in response to the Solicitation Documents. The Proposal shall include sufficient information to enable MDX to evaluate the capability of the Proposer or team of firms, to perform the Services. At a minimum, the Proposal shall include the items required in the section herein entitled **Proposal Format and Submittal Requirements**. In addition the Proposal shall meet all of the Pre-Qualification Requirements and Evaluation Criteria of the Solicitation Documents.

MDX shall determine the most qualified Consultant to perform the Services based upon the Proposer's demonstrated experience and capabilities. The Proposer shall identify the necessary experienced personnel and facilities to perform the Services.

17.1 Proposal Evaluation

Each member of the Technical Evaluation Committee ("TEC") shall receive a copy of each Proposal submitted. The Proposals shall be independently reviewed and evaluated by each TEC Member using the evaluation criteria set forth in the section herein entitled **Proposal Evaluation Criteria**. Each criterion has an established maximum point value.

The TEC may determine to request oral interviews or submit written questions to the Proposers for written responses. One or more meetings of the TEC will then be

scheduled in order for the TEC Members to discuss and finalize the evaluations.

For either alternative, these questions may be general in nature and/or specific to each individual Proposal. The purpose of the questions is to enable the evaluators to seek clarification from Proposers and/or assist in the scoring of the Proposals. In addition, responses to these questions whether oral or written shall become part of the Proposal. However, no material change to the submitted Proposal shall be accepted in response to these questions and no additional points shall be awarded to the Proposers.

Neither the oral interviews nor the written questions are necessary to finalize the evaluation of the Proposal and will only be exercised at the sole discretion of MDX.

Should written responses to question be required, MDX will provide a due date for the responses. Should oral interviews be required, MDX will provide further details as to date, time and format.

The scores provided by each TEC member will be totaled to arrive at the Technical Scores. Should there be a tie, the Proposer with the highest total score for the Proposal Evaluation Criteria 1 entitled **Qualification and Experience of the Prime Consultant and Subconsultants** shall be ranked higher. If the tie remains, the same process will be implemented with Criteria 2 and so forth until the tie is broken.

FIRMS THAT DO NOT PROVIDE THE REQUIRED INFORMATION AND/OR DOCUMENTATION TO ADDRESS THE REQUIREMENTS DESCRIBED HEREIN SHALL NOT BE ELIGIBLE FOR EVALUATION.

17.2 Final Selection

The final ranking based on the Technical Score will be presented to the MDX Operations Committee to endorse to the MDX Board for approval, along with a recommendation that the Contract be awarded to the three (3) highest-ranked Proposers.

18.0 TECHNICAL PROPOSAL EVALUATION CRITERIA

The Proposals will be evaluated and scored utilizing the following Evaluation Criteria (100 POINTS MAXIMUM):

A.	Qualifications and Experience	40 Points
B.	Personnel and Staffing Plan	30 points
C.	Current and Projected Work	10 Points
D.	Approach to the Services.....	20 Points
Total.....		100 Points

A. Qualifications and Experience of the Prime Consultant and Subconsultants (Maximum Points – 40)

1. The Consultant shall provide a qualification matrix that identifies each team member's experience as a whole in the performance of minor roadway/architectural construction engineering and inspection services.
2. The Consultant should clearly describe the project manager's role, their methodology, and style of project management to successfully deliver the project. The Consultant should describe the general plan for meeting the management requirements of the Project. Include a description of the proposed methods for planning, organizing, scheduling, controlling and coordinating the total design.
3. The Consultant shall provide the qualifications and experience of the Consultant and Subconsultants/Subcontractors as it relates to the required Services defined herein. This criterion will be specially evaluated based on the depth and breadth of the Consultant and its Subconsultants/Subcontractors experience (if applicable) as a whole in the Performance of minor Roadway-Architectural Construction Engineering and Inspection Services.
4. The Consultant shall provide a list of all project completed (Not Earlier than January 1, 2004) with contact information as it relates to the required services including the following information:
 - a. Project name and location.
 - b. Name and address of consultant or contractor under which work was performed.
 - c. If a joint venture, percent of participation.
 - d. Owner's contract number.
 - e. Scope of work performed.
 - f. Name of owner and address.
 - g. Name, address and telephone number of owner's project manager.
 - h. Initial contract value and final contract value.
5. The Consultant proposed strategies for controlling the project budget (design and construction).
6. The Consultant should clearly present their quality control process integrated with the design effort. The Consultant should describe a Quality Assurance/Quality Control (QA/QC) Plan for the Work, including design, construction, coordination, implementation and completion of the Project. The Consultant should explain the QA/QC Plan and the plan for any of its Subconsultants, namely the policies and procedures used to assure complete and accurate documents.
7. The Consultant should clearly describe the inter-relationship between the Consultant and Subconsultants/Subcontractors. Indicate the extent of the relationship whether new or established, and the reason for team selection. Discuss previous Consultant/Subconsultant/Subcontractor experiences on similar projects.

**B. Personnel and Staffing Plan of the Prime Consultant and Subconsultants
(Maximum Points – 30)**

1. The Consultant shall clearly describe the staff experience and qualifications as they relate to, but not limited to, the attached exhibit herein entitled, **Personnel Qualifications and Experience Requirements** for the proposed personnel of the Consultant and its Subconsultants/Subcontractors. The Consultant should clearly describe identify staffing quality and availability. The Consultant shall provide a staffing chart that identifies the name, title and job classification of each key staff member for each member of the team. The staffing chart should be one (1) page and will not contribute to the Technical Proposal page limitation.

Personnel's resumes shall include; FDOT's Construction Training Qualification Program (CTQP) tracking numbers for inspection personnel. The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable. The Prime Consultant's and Subconsultants personnel identified and assigned to the Miscellaneous Projects are being scored as part of the selection process and, as such, must be provided for the duration of the assignment described.

2. The Consultant shall clearly detail the role of all of the Subconsultants proposed for all the miscellaneous projects. References shall be provided for past projects including a current contact number.
3. The Prime Consultant shall submit a staffing plan that clearly illustrates the key elements of the organizational structure proposed to accomplish the management, technical, construction inspection and administrative services required. Project management and key personnel within each area of required Services shall be identified along with their credentials, related past project experience, office locations and their accessibility and availability to MDX staff, consultants and members for consultation, support, etc. The staffing plan should indicate the number of personnel by location of office(s) proposed to provide the specified services. The staffing plan should also indicate the name of the individual who will serve as the primary contact with MDX.
4. For the Prime Consultant and its Subconsultants, for each key personnel assigned to the Project(s), a brief explanation shall be provided of any pending or past claims and/or judgments entered against the individual or his or her firm because of an act or omission of such individual in a professional liability action, if any. The Prime Consultant must clearly state that there are no material claims pending against the Prime Consultant or its Subconsultants or any of the key personnel, if applicable.
5. The Consultant shall include labor-loading requirements (both quality and quantity) for all technical services and team members proposed for the Miscellaneous Projects. Included in this tabulation shall be the identification of both full time and

part time professional and technical staff required to complete the Work. This information shall include, at a minimum, specific reference to the labor-loading capabilities and availability of team members, including key personnel, for the Miscellaneous Projects. The Proposal shall include descriptions of all other projects in which team members are currently involved, the percentage of their time devoted to these other projects, and the percentage of their time available for the Miscellaneous Projects.

C. Current and Projected Work (Maximum Points – 10)

The Consultant shall individually provide a list of current and projected workload and available resources. The Consultant should specifically address this criterion with respect to the proposed key personnel for the services requested in this RFQ. The list shall include the following information:

1. Name of project and owner.
2. Contract value.
3. Uncompleted backlog.
4. Brief description of type of work.
5. Duration (start date, estimated completion date).
6. Estimated total of uncompleted backlog for the total of all current contracts.

The Prime Consultant and its Subconsultants/Subcontractor shall include projects for which it is currently competing for or negotiating.

D. Approach to the Services (Maximum Points – 20)

1. The Prime Consultant shall provide information indicating an understanding of the MDX General Specifications, and FDOT Standard Specifications.
2. The Prime Consultant shall convey its proposed management approach to administrative and technical components of roadway and architectural construction projects.
3. The Prime Consultant shall demonstrate how the typical Project activities are to be orchestrated within the management plan.
4. The Prime Consultant shall detail how communication and coordination will be maintained with MDX, MDX General Engineering Consultants, other agencies, and the public throughout the duration of the Project.
5. The Prime Consultant shall detail its approach to controlling the construction duration and cost.
6. The Prime Consultant shall detail its approach to controlling the cost of CE&I

Services.

7. The Consultant should demonstrate their understanding of the Scope of Services regarding the plans preparation criteria, specific scope criteria and other related project services.
8. The Consultant should clearly define key project related issues. The Consultant shall present and detail clearly its approach to and understanding of the Project. The Technical Proposal shall include sufficient information to enable MDX to evaluate the capability of the Proposer to provide the Work for the Project.
9. The Consultant should address project issues and present suitable solutions. The Technical Proposal shall clearly address the constructability issues and safety concerns related to construction in the vicinity of adjacent projects as well as the existing utilities. The Consultant should describe the process that the consultant will take to deliver a complete project. Identify specific processes that will be important to the project.
10. The Technical Proposal shall clearly detail and present the Proposer's approach to all required permitting issues, including but not limited to, construction, drainage, environmental permits, etc., relative to the applicable agency(ies) and entity(ies), e.g. Department of Environmental Resources Management ("DERM"), South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise (FTE), Florida Power and Light (FPL), etc.
11. The Consultant may have more than one office location. The office assigned responsibility for the Work shall be identified in the Technical Proposal. If different elements of the Work will be done at different locations, those locations shall be listed. The Consultant shall have a full-service operational office located in Miami-Dade County at the time the Notice to Proceed is issued.

19.0 NOTIFICATION OF SELECTION RESULTS AND CONTRACT NEGOTIATIONS

19.1 Notification of Selection Results

Once the MDX Board makes its decision on final selection, a Notice of Award shall be posted on the MDX website at www.mdxway.com showing the selection/award results and the Selected Consultant and issued to all Proposers. At that time, contract negotiation and verification for the Contract will begin with the Consultant.

Proposals submitted in response to the Solicitation Documents will be available for public inspection ten (10) days after opening of the Proposals, or after the MDX Board takes final action on the selection of a Consultant under this Solicitation, whichever is earlier, in compliance with Chapter 119, Florida Statutes, commonly referred to as the "Public Records Act." For purposes of this provision, the opening of the Proposals is

considered when the Technical Evaluation Committee (“TEC”) meets to evaluate the Proposals.

19.2 Contract Negotiations

Unless all Proposals are rejected, MDX shall negotiate fair and reasonable compensation and other Contract terms with the selected Consultant. Should the negotiations fail, MDX may terminate negotiations with the Consultant, documenting the reason for rejection and initiate negotiations with the next highest-ranked Proposer. Should MDX be unable to negotiate a contract with said Proposer, the aforementioned procedure will be initiated with the next highest-ranked Proposer.

Should MDX be unable to negotiate a satisfactory contract with any of the selected Proposers, MDX retains the right to re-solicit the Services.

The negotiated contract shall include compensation, which MDX determines is fair, competitive and reasonable considering the scope and complexity of the Services.

Once the Contract negotiations and verification have been completed, the Contract will be presented to the MDX Board for final approval and execution of the Contract.

20.0 CONTRACT EXECUTION

20.1 Execution of Contract Between MDX and Consultant

THE MDX Board or delegate will approve preparation and execution of the Contract with the Consultant.

The Consultant shall execute all required forms of the Contract Documents and return them within ten (10) Calendar Days of the receipt of the Contract or as required by the Solicitation Documents.

Failure to return all forms correctly executed within ten (10) Calendar Days of the receipt of the Contract, without written extension by MDX otherwise, shall constitute an irregularity and may be deemed grounds, at MDX’s option, for the deduction on a day-for-day basis from the time allotted for completion of the Services, Contract Award to the next-highest ranked Proposer, or re-solicitation.

If the Consultant is a firm or company owned by an individual, the Contract shall be executed in the name of the firm or company by the manual signature of the individual or sole proprietor. If the firm is a partnership, the Contract shall be executed in the name of the partnership by the manual signature of the general partner.

If a corporation, the Contract shall be executed in the name of the corporation and shall bear the corporate seal and be signed by the President or the Vice-President. If a joint venture, the Contract shall be executed in the name of the joint venture and be signed by a person authorized to sign on behalf of the joint venture.

The Consultant shall have no contractual rights until the Contract has been executed by MDX and MDX will not be bound by any Proposal until all parties execute the Contract.

Once MDX has received and approved all required documents, MDX shall execute the Contract and issue a NTP

20.2 Audit and Examination of Proposal Records and Contract Records

MDX reserves the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Proposal Records (as defined below) or Contract Records (as defined below) of the Proposer/Consultant, any Subconsultant or Subcontractor. By submitting a response to the Solicitation Documents, the Proposer or any Subconsultant or Subcontractor agrees to comply with the provisions of this section.

If MDX requests access to or review of any Proposal Records or Contract Records and the Proposer/Consultant refuses such access or review, the Proposer/Consultant shall be in default under its Contract with MDX, and such refusal shall, without any other or additional actions, constitute grounds for suspension or disqualification of the Proposer/Consultant.

This provision shall not be limited in any manner by the existence of any Consultant claims or pending litigation relating to the Contract. Disqualification or suspension of the Consultant for failure to comply with this section shall also preclude the Consultant from acting in the future as a Subconsultant/Subcontractor of another Consultant doing work for MDX during the period of disqualification or suspension.

Disqualification shall mean the Consultant is not eligible for and shall be precluded from doing future work for MDX until reinstated by MDX.

All individuals, corporations, companies, partnerships, joint ventures or any other business entities who submit a Proposal to MDX shall preserve all Proposal Records used in determining and submitting the Proposal for a period of three months after MDX awards the Contract.

The Successful Proposer ("Consultant") shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of three (3) years after the later of: (i) final acceptance of the Services by MDX (if applicable), Contract Term expiration or termination;; or, (ii) until all claims (if any) regarding the Contract are resolved.

Proposal Records shall include, but are not limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by a Proposer in determining labor, Unit Price (where applicable), or any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from Subconsultants/Subcontractors, material

suppliers, profit contingencies and any manuals standard in the industry that may be used by a Proposer in preparing the Proposal or any other component of a Proposal submitted to MDX.

Contract Records shall include, but are not limited to, all information, communications and data, whether in writing or stored on a computer, CD, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audio tapes supporting documents, and any other papers or preserved data related to the Contract or the Consultant's performance of the Contract determined necessary by MDX for any purpose.

20.3 Coordination of Contract Documents

The Solicitation Document, Proposal, Scope of Services, and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for all Services. In case of discrepancy, the governing order of the Contract Documents shall be as follows:

1. Task Authorizations if applicable;
2. Any Supplemental Agreements to the Contract required to complete the Services;
3. Executed Contract;
4. Addenda (which pertain to the Contract Documents), in the event of conflicts in the Addenda, the most recent Addendum will govern;
5. Solicitation Documents;
6. Consultant's Proposal (including documentation accompanying the Proposal and any post-Proposal documentation submitted prior to the Notice of Award);
7. Notice to Proceed (for the Contract).

20.4 Errors and Omissions in Contract Documents

The Consultant shall not take advantage of any apparent errors and omissions, which the Consultant discovers in the Contract Documents but shall immediately, notify MDX of such discovery. MDX will make such corrections and interpretations, as MDX deems necessary to reflect the intent of the Contract Documents.

20.5 Payments to Consultants

The Consultant will be compensated for services satisfactorily performed under the Contract, based on the Method of Compensation, as negotiated by MDX and the Consultant.

20.6 Ownership of Documents

All documents submitted by the Proposer in response to the Solicitation Documents shall become the property of MDX and will not be returned to the Proposer. **MDX**

reserves the right to use any of the concepts or ideas within the Proposals, as MDX deems appropriate.

As may be applicable all tracings, plans, specifications, electronic files, maps and/or reports prepared or obtained under the Contract Documents shall be considered works made for hire and shall become property of MDX without restriction or limitation on their use, and shall be made available to upon request by MDX at any time. The Consultant therefore agrees not to publish copyright or patent any of the data furnished in compliance with the Agreement. MDX shall have the right to visit the offices of the Consultant for review at any time.

The Consultant shall not be liable for use by MDX of said tracings, plans, specifications, documents, studies, or other data for any purpose other than intended by the terms of the Contract Documents.

All final plans, documents, reports, studies and other data prepared by the Consultant will bear the endorsement of a person in the full employ of the Consultant and duly registered in the appropriate professional category. After the Authority's acceptance of final plans and documents, the original set of Consultant's drawings, tracings, plans and maps will be provided to the Authority, along with one record set of fully size prints.

The Consultant shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the Consultant. With the tracings and the records set of prints, the Consultant shall submit a final set of design computations endorsed by the Consultant (seal/signature, as appropriate) in a format to be specified by the Authority.

The Consultant shall not be liable for use by the Authority of said plans, documents, studies or other data for any purpose other than as intended by the terms of this Agreement.

20.7 Duration of Proposals

All Proposals shall remain open for acceptance by MDX for one hundred twenty (120) Calendar Days after the day of the opening of the Proposals. MDX reserves the right to reject any or all Proposals.

21.0 EXHIBITS

- | | |
|------------|---|
| Exhibit 1: | Scope of Services |
| Exhibit 2: | Personnel Qualifications and Experience Requirements |
| Exhibit 3: | Insurance Requirements |
| Exhibit 4: | Administrative Package |
| Exhibit 5: | Professional Services Agreement (in substantial form) |
| Exhibit 6: | Reference Verification Information Form |
| Exhibit 7: | Proposer Questions Template |



**MDX PROCUREMENT/CONTRACT NO.:
RFQ-09-08**

**MDX PROJECT/SERVICE TITLE:
MISCELLANEOUS CONSTRUCTION ENGINEERING AND
INSPECTION (CE&I) SERVICES**

**EXHIBIT 1
SCOPE OF SERVICES**

EXHIBIT “1” SCOPE OF SERVICES

This Scope of Services is for professional services of a pool of a maximum of three (3) CBE-Certified Construction Engineering and Inspection (CE&I) Consultants that are also pre-qualified under Rule 14-75 of the Florida Administrative Code under Group 10.1 Roadway Construction Engineering Inspection and with the necessary qualifications and experience to provide Construction Engineering Inspection Services for miscellaneous MDX projects associated with the MDX Capital Improvements Program, Transportation Improvement Program, and the Renewal and Replacement Program, all together the “MDX Work Program”.

The general scope of work required from the Consultant is to serve as an MDX agent and provide administration of the construction contract, inspection of the Construction Assembly, and materials testing services during the construction phase for various minor projects in the MDX Work Program. Elements of the work include, but are not limited to: roadway improvements, maintenance upgrades and rehabilitation, facilities Improvement, and landscaping (the “Services”). A project specific Scope of Services will be provided with each Task Authorization.

The Consultant will provide the Services for miscellaneous projects each with a maximum budget amount of five hundred thousand dollars (\$500,000.00) per Task Authorization, not to exceed one million dollars (\$1,000,000.00) per annum to each Consultant in the pool for the life of the Contract. Task Authorizations will be negotiated with the Consultant on an as-needed basis.

Each Contract will have a term of three years from the effective date upon its execution by the Authority. The Authority, at its sole discretion, also has the option to renew this Contract for up to two (2) additional terms of one (1) year each pursuant to the terms and conditions set forth in the Contract.



MDX PROJECT/SERVICE TITLE:
MISCELLANEOUS CONSTRUCTION ENGINEERING
AND INSPECTION (CE&I) SERVICES

EXHIBIT 2

PERSONNEL QUALIFICATIONS AND EXPERIENCE
REQUIREMENTS

EXHIBIT 2

MDX PROCUREMENT/CONTRACT NO. RFQ-09 -08 **MDX WORK PROGRAM NO. N/A**

PERSONNEL QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

The following are the qualification requirements for various personnel classifications required for the Project. **Each Proposer shall submit within their Proposal individual resumes for each of the positions listed below. The proposed Senior Project Engineer, the Project Administrator (Project Engineer), and the CEI Senior Inspector shall meet the Minimum Qualifications Requirements, as detailed herein, at the time of submittal of the Proposal or the Prime Consultant shall be deemed non-responsive. The remainder of the listed positions shall be evaluated as to how they meet the Minimum Qualification Requirements.**

MDX will allow six (6) months from the date of Notice to Proceed (NTP) for personnel to obtain the various certifications/training identified with each position below, provided that all other requirements for such positions are met and the Consultant submits a training plan detailing when, within the first six (6)-months of the Contract, such certifications/trainings will be obtained. Proposed personnel submitted in response to the RFQ are considered committed to the Project and shall be available on the anticipated date of Notice to Proceed. Any request for changes to personnel shall be submitted in the manner described in the Solicitation Document.

SENIOR PROJECT ENGINEER

Minimum Qualification Requirements

Registration as a Professional Engineer in the State of Florida. Individuals registered in a foreign state must be able to obtain registration in the State of Florida and shall provide documentation evidencing submittal of registration application to the Florida Board of Professional Engineers. A civil engineering degree plus four (4) years engineering experience, including a minimum of two (2) years experience on FDOT, MDX, and/or other expressway authorities CEI construction projects regarding major road and bridge structures. A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

Certification/Training:

FDOT Advanced MOT

CTQP Quality Control Manager Course

Roles and Responsibilities

Direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develop and/or reviews policies, methods, practices and procedures; and reviews programs for conformance with MDX standards.

PROJECT ADMINISTRATOR (PROJECT ENGINEER)

Minimum Qualification Requirements

A civil engineering degree plus two (2) years of responsible and related engineering experience, or for non-degree personnel, six (6) years of responsible and related engineering experience. Either alternative shall include a minimum of two (2) years experience with FDOT, MDX, and/or other expressway authorities sponsored projects for construction of urban limited access highways and major bridges. A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

Certification/Training

FDOT Intermediate MOT
CTQP Quality Control Manager Course
CTQP Final Estimates Level I

Roles and Responsibilities

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration.

CEI SENIOR INSPECTOR (Roadway)

Minimum Qualification Requirements

High school graduate plus four (4) years of experience in construction inspection or a civil engineering degree with two (2) years experience. A minimum of two (2) years work experience shall have been in bridge and/or roadway construction inspection on FDOT, MDX, and/or other expressway authorities projects.

Certification/Training:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I and II
CTQP Earthwork Construction Inspection Level I and II
FDOT Intermediate MOT
CTQP Final Estimates Level I
Nuclear Radiation Safety Certification

Roles and Responsibilities

Maintains records for progress of the final estimates during the construction of the Project. This position assists with the progress and completion of the final estimate and at completion of the construction project. Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Assumes the role of inspector and/or directs and assigns specific tasks to inspectors and assists in all phases of the construction project.

CEI INSPECTOR (Roadway)

Minimum Qualification Requirements

High school graduate or equivalent plus a minimum of two (2) years experience in construction inspection, one (1) year of which should have been in bridge and/or roadway construction inspection or a Civil Engineering degree.

Certification/Training:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

Nuclear Radiation Safety Certification

ASPHALT PLANT INSPECTOR

High School Graduate or equivalent plus a minimum of one year (1) experience in the surveillance and inspection of hot mix asphalt plant operations and the certification as CTQP Asphalt Plant Level I and Asphalt Plant Level II.

CEI INSPECTOR (ELECTRICAL)

Minimum Qualification Requirements

High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which should have been in Roadway Lighting Inspection. Alternatively, an Electrical Engineering degree with one (1) year experience on FDOT, MDX and/or other expressway authorities projects.

Certification/Training:

Familiar with current FDOT Standard Specifications for Road and Bridge Construction regarding roadway lighting and signal electrical work. Familiar with NEC requirements, current FDOT Standard Index Requirements.

Specific Duties – This individual is to be available to inspect all roadway lighting and traffic signalization installations prior to final inspection and provide follow up until Final Acceptance. Experienced in FDOT, MDX and/or other expressway authorities projects and familiar with current Standard Specifications for Road

and Bridge Construction. Familiar with current FDOT Standard Index as it pertains to roadway lighting, signing electrical work and signalization. Individual to be knowledgeable with the following:

Roadway lighting systems.

Electrical components of a Roadway Lighting System (Pull Box requirements, ground rod, connectors, cad-welding, ground wires, fusing requirements, etc.)

Grounding practices and standards, testing and documentation.

FDOT QPL list.

Signal work.

Electrical work on overhead signs.

Load centers.

PROFESSIONAL SURVEYOR AND MAPPER

A civil engineering or surveying degree plus registration as a professional surveyor and mapper in the State of Florida and a minimum of three years experience in highway route surveying is required.

GEOTECHNICAL ENGINEER

A civil engineering degree plus registration as a professional engineer in the State of Florida and a minimum of four years experience with highway bridge foundation analysis is required.

Exception to these minimum standards will be considered on an individual written submittal basis. Recommendations on all personnel action requests will be made by MDX in writing at its sole and absolute discretion. MDX will be the final approving authority.



MDX PROCUREMENT/CONTRACT NO.:
RFQ-09-08

MDX PROJECT/SERVICE TITLE:
MISCELLANEOUS CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES

EXHIBIT 3
INSURANCE REQUIREMENTS

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The Consultant shall not commence any Services in connection with the Contract Documents until all of the required insurances listed hereunder has been obtained and maintained in effect at all times during performance of Services (and, after completion of the Project when noted) and approved by MDX nor shall the Consultant allow any Subconsultant or Subcontractor , if applicable, to commence Services until all insurance required of that entity has been so obtained and approved by the Consultant. It is the responsibility of the Consultant to ensure that all Subconsultants and/or Subcontractors that perform the Services in connection with the Contract Documents carry adequate insurance to protect the Work and/or services provided. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Agent. Insurers shall be assigned a minimum A.M. Best rating of A-/VI or better.

No liability insurance required herein shall be written under a "Claims Made" form, except for Professional Liability, Errors & Omissions Liability and Pollution Liability-insurance or other insurance only reasonably available under a "Claims Made" form. Neither approval nor disapproval by MDX of the insurance program submitted by the Consultant, shall release the Consultant of full responsibility for negligence or liability which cause bodily injury, death or property damage, whether or not there is coverage provided by the required insurance program.

During the term of the Contract and any additional time as may be further required, the Consultant shall provide, pay for at its sole expense, and maintain in full force and effect, insurance outlined in the subsections below for coverages at not less than the prescribed minimum limits of liability covering the Consultant's activities and those of any and all Subconsultants and/or Subcontractors (including officers, directors, employees, or agents and its successors).

Based on the various types of Services to be provided, MDX reserves the right at its sole discretion to require the Consultant to obtain other types of insurance, increased limits of coverage, etc. to address specific issues related the Services. The Consultant shall provide, and maintain any such additional required insurance. Any cost incurred by the Consultant in meeting such requirements shall be reimbursable by MDX with proper documentation.

MDX is exempt from and shall in no way be liable for, any sums of money which may represent a deductible, self-insured retention and/or co-insurance penalty/provision in any insurance policy. The payment of such deductible, retention and/or co-insurance shall be the sole responsibility of the Consultant and/or Subconsultant and/or Subcontractors providing such insurance.

All policies provided shall provide an endorsement to include MDX, its employees, their members, officers, agents, and successors named as additional insureds specific to the Contract, excluding Workers' Compensation Insurance and Professional/Errors & Omissions Liability Insurance.

1. Professional/Errors & Omissions Liability Insurance:

The Consultant shall provide, pay for and maintain during the term of the Contract, a professional/errors and omissions liability insurance policy(ies), with a company authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract Documents.

This coverage shall be provided in the amount of:

\$1,000,000 per claim and
\$2,000,000 in the aggregate

If the Consultant's present coverage is insufficient, the Consultant must obtain additional coverage prior to the initiation of the Services. The Consultant shall maintain that amount of professional liability coverage for a minimum of three (3) years after Contract Term expiration, termination or Final Acceptance of the Work by MDX. The Consultant shall require its insurer to notify MDX of changes in or cessation of coverage thirty (30) days prior to such action.

Subconsultants providing professional services to the Consultant are not required to carry the same coverage of Professional Liability Insurance. However, it is the Consultant's responsibility to make sure that all its Subconsultants carry sufficient insurance coverage to protect the Services to be provided. MDX shall hold the Consultant liable for any failure to obtain and maintain sufficient insurance coverage from its Subconsultants for the Services.

The requirement for professional liability insurance set forth in this section may be waived by MDX, if the Consultant obtains and maintains an unexpired, irrevocable letter of credit, established pursuant to chapter 675, Fla. Stat., entitled "Uniform Commercial Code: Letters Of Credit," in an amount not less than the minimum insurance coverage required by the Contract. The letter of credit shall be solely for the benefit of MDX and must remain valid until three (3) years after Contract Term expiration, termination or final acceptance of the Work by MDX. The letter of credit shall be approved by MDX and be payable to MDX as beneficiary upon presentment of a final judgment indicating liability arising out of the professional services and Services to be rendered in accordance with the Contract Documents and awarding damages to be paid to MDX by the Consultant or upon presentment of a settlement agreement signed by all parties. The letter of credit shall be non-assignable and nontransferable. The letter of credit shall be issued by any bank or savings association organized and existing under the laws of this state or any bank or savings association organized under the laws of the United States that has its principal place of business in this state or has a branch office which is authorized under the laws of this state or of the United States to receive deposits in this state.

Required X Not Required

2. Workers' Compensation and Employer's Liability Insurance:

Unless the Consultant substantiates to the satisfaction of MDX that the Consultant is either a qualified self-insured or is exempt from this type of insurance, the Consultant must maintain during the life of the Contract, Workers' Compensation Insurance and Employer's Liability Insurance providing coverages outlined below, and including a Voluntary Compensation Endorsement, for all the Consultant's employees connected with the Services of the Contract Documents. If Services are sublet, the Consultant shall require the Subconsultants and/or Subcontractors to provide Workers' Compensation Insurance for all employees unless such employees are covered by the Consultant.

Such insurance shall comply fully with the Florida Workers' Compensation Statute and be an amount sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees.

The amount of coverage shall not be less than:

Coverage A	-	Statutory Benefits
Coverage B	-	Employer's Liability - \$1,000,000 limit each accident \$1,000,000 limit diseases each employee \$1,000,000 limit disease aggregate
Coverage C	-	Specific states, other than the Consultant's domicile, shall be scheduled as required in the performance of the Contract.

If the Consultant leases its employees or utilizes the services of a Professional Employer Organization (leasing company), the leasing company and/or the Consultant must provide the same proof of coverage for the leased employees working on the Services as if they were employees of the Consultant. The certificate of insurance and the Workers' Compensation Policy must contain the "Alternate Employer Endorsement – WC 00 03 01 A" or its equivalent.

If any of the Services provided in the Contract Documents involves USL & H, FELA or other hazardous classifications, which would require specific Workers' Compensation coverage, the Consultant shall provide insurance to comply with both State and Federal laws.

Required X Not Required

3. Commercial General Liability Insurance:

The Consultant must maintain **Commercial** General Liability insurance written on the broadest obtainable form.

Limits of insurance shall not be less than:

Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate limit	\$2,000,000
General Aggregate Limit	\$2,000,000
Fire Damage Limit	\$100,000

Coverage shall provide accidental death and extended bodily injury coverage; incidental medical malpractice coverage; broad form property damage coverage; contractual liability coverage (either on a blanket basis or for specific named contract); XCU exclusions, if any, shall be deleted; and Cross Liability and Breach of Warranty Clauses shall be included.

MDX, its employees, their members, officers, agents, and successors shall be named as additional insureds under this policy.

The policy shall contain an endorsement providing for aggregate limits of liability to be on a per Contract basis. This endorsement shall state that aggregate limits as specified herein apply separately and specifically to this particular Contract.

If the policy exceeds one (1) year, the policy must contain an annual self-reinstating aggregate limit endorsement.

Required X Not Required

4. Comprehensive Automobile Liability Insurance:

The Consultant shall purchase, obtain and maintain during the life of the Contract, Comprehensive Automobile Liability Insurance. This insurance shall be maintained by the Consultant and applicable to the ownership, maintenance, use, and loading and unloading of any owned, non-owned, leased, hired or borrowed vehicle. This policy shall include coverage for liability assumed under contract (if not provided for under the commercial general liability policy). The Pollution Liability Exclusion shall be amended to include pollution cleanup coverage for collision, upset or overturn of vehicles.

Limits of insurance shall not be less than:

Combined Single Limit Liability – Bodily Injury and Property Damage:	\$1,000,000
Personal Injury Protection:	\$10,000
Uninsured Motorist Coverage:	\$1,000,000
Hired & Non-Owned Auto Liability:	\$1,000,000

MDX, its employees, their members, officers, agents, and successors shall be named as additional insureds under this policy.

Required X Not Required

5. Umbrella/Excess Liability Insurance:

The Consultant must maintain Umbrella Excess Liability Insurance as excess coverage over Comprehensive General Liability, Automobile Liability, Owner/Contractors Protective Liability (if applicable) and Employer's Liability Policies with a limit of not less than:

Each Occurrence	\$ 3,000,000
Aggregate	\$ 3,000,000
Self-Insured Retention	\$10,000

The umbrella/excess liability insurance policy or specific excess policy shall be "follow form" over those coverages provided by scheduled underlying primary policies. Any deviation from true following form conditions must be noted on the certificate of insurance. Policy inception and expiration dates must also be concurrent with the inception and expiration dates of the primary general liability and automobile liability policies.

Umbrella or excess policy certificate of insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the certificate and shall disclose the underlying primary policy by type of coverage, insurer, policy number, coverage dates and primary limit of insurance. This certificate should also comply with the requirements provided in the "Certificate of Insurance" section below.

MDX, its employees, their members, officers, agents, and successors shall be named as additional insureds under this policy.

Required X Not Required

6. Optional Insurance:

a. Builder's Risk:

The Consultant shall procure and maintain at the Consultant's expense, during the life of the Contract, "All Risk" Builder's Risk insurance which shall protect the Consultant, MDX, MDX's employees and MDX's agents, as their interests may appear, for the Services, Materials, and Equipment suitably stored at the Project Site, the Consultant's Construction Equipment, Materials, and temporary structures.

Such policy shall be in an amount equal to the total completed value of buildings, appurtenances, or other structures, or the Contract amount, whichever is greater.

Required _____ Not Required X

b. Partial Utilization—Property Insurance:

If MDX finds it necessary to occupy or use a portion or portions of the Services prior to Substantial Completion of all the Construction, such use or occupancy may be accomplished; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

Required _____ Not Required X

c. Insurance Required for Construction at Railroads:

General: In addition to any other forms of insurance or bonds required under the terms of the Contract, when the Contract includes the construction of a railroad grade crossing, overpass, or underpass structure, or a railroad crossing signal installation, or any other work or operations by the Consultant within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Consultant shall provide insurance of the types set forth below and in amounts not less than specified herein.

Required _____ Not Required X

d. Railroads' Protective Public Liability and Property Damage Liability Insurance:

The Consultant shall furnish MDX with an original insurance policy that, with respect to the operations performed, will provide for and on behalf of the railroad company regular liability insurance providing coverage for bodily injury, death, and property damage with a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6,000,000 for the term of the policy. In the event that the railway is ever traversed by passenger trains or trains transporting hazardous substances the required limits shall become \$5,000,000 per occurrence with an annual aggregate of \$10,000,000.

Required _____ Not Required X

e. Pollution Liability:

In addition to any other forms of insurance or bonds required under the terms of the Contract when the Contract includes the hauling of hazardous (pollutant) jobsite excavation material away from the Project site or delivering hazardous (pollutant) materials to the Project Site, Pollution Liability insurance must be provided by the Consultant in a limit of not less than \$1,000,000 per occurrence.

Required _____ Not Required X

f. Owner's Protective Liability Insurance:

This insurance shall be provided, paid for, and maintained by the Consultant with MDX as the named insured. Such coverage is to be issued in a separate original policy that must be provided to MDX prior to the start of work under the Contract. The limit of liability shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and/or property damage combined.

Required _____ Not Required X

g. Software Errors & Omissions Insurance:

This insurance shall be provided, paid for, and maintained by the Consultant. Such coverage is to be issued in a separate original policy that must be provided to MDX prior to the start of work under the Contract. The limit of liability shall be \$1,000,000 per claim and \$2,000,000 general aggregate.

Required _____ Not Required X

h. Electronic Data Processing Equipment/Software Coverage:

This insurance shall be provided, paid for, and maintained by the Consultant. Such coverage is to be issued in a separate original policy that must be provided to MDX prior to the start of work under the Contract. The limit of liability shall be \$100,000 per occurrence.

Required _____ Not Required X

Subrogation and Waiver:

With the exception of the Errors and Omissions Policy, the Consultant shall require all policies of insurance that are in any way related to the Services, and that are secured and maintained by Consultant and all Subconsultants/Subcontractors, to include clauses providing that each insurance carrier shall waive all of its rights of recovery, under subrogation or otherwise, against MDX, Consultant, separate consultants, and subconsultants/ subcontractors.

With the exception of the Errors and Omissions Policy, the Consultant waives all rights of recovery against MDX, separate consultants, and all Subconsultants/Subcontractors which the Consultant may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the Services and that are secured and maintained by Consultant. Consultant shall require all Subconsultants/Subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against MDX, Consultant, separate consultants, and other subconsultants (including subconsultants of separate consultants).

Certificate of Insurance:

Within ten (10) days of execution of the Contract, or by the projected Contract Start Date, whichever is sooner, the Consultant, at its sole expense, shall furnish to MDX, proof of coverage of the above-required insurance coverage on Certificates of Insurance forms bearing an original manual signature of the authorized representative of the insurance company. No work shall commence under the Contract unless and until the required certificates of insurance described herein, dated no later than ten (10) days after receipt of the Notice of Award, are in effect and have been approved by MDX.

Certificates of Insurance shall be issued to MDX, and shall reference the name of the insured Consultant, the specific Project by name, the complete and correct Project-number, as well as the full and complete name of each insurance company, as listed in A.M. Best's, the policy number, the type of insurance, the limits of insurance provided, and its effective date and expiration date. Such certificate must provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to MDX.

In addition, certified true copies of all policies shall be provided to MDX upon specific written request.



MDX PROCUREMENT / CONTRACT NO.:
RFQ-09-08

MDX PROJECT / SERVICE TITLE:

**MISCELLANEOUS CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES**

EXHIBIT 4

ADMINISTRATIVE PACKAGE FOR PROFESSIONAL SERVICES

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I. INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

1. The following document shall be completed by the Proposer and submitted in its entirety with the Proposal Package.
2. Please read all information carefully and complete this document completely, including inserting the required information in the following:
 - a. **Cover Page**
 - b. **MDX Procurement/Contract No.** (bottom left hand corner all pages included in this package).
 - c. **Proposer's Initials** (bottom left hand corner all pages included in this package).
3. Proposers shall **not modify** any of information provided in this document. If a section on the document does not apply, state "not applicable" in the appropriate area.
4. **AT THE TIME THE PROPOSAL IS SUBMITTED THE PROPOSER SHALL HAVE NOTARIZED THE ATTACHED SWORN STATEMENT TO THE PROPOSAL, EXECUTED BY, OR ON BEHALF OF THE PERSON, FIRM, ASSOCIATION, OR CORPORATION SUBMITTING THE PROPOSAL, AND SHALL BE SWORN TO BEFORE A PERSON WHO IS AUTHORIZED BY LAW TO ADMINISTER OATHS (REFER TO PAGE 19).**
5. A checklist has been provided below to assist Proposers in the completion of the document. Proposers may check off the below items as they are completed:
 - ☐ Declaration of Non-Collusion.
 - ☐ Declaration of Joint Venture and Power of Attorney for Bidding on a specified project, as applicable.
 - ☐ Certificate of Correct Preparation and Acceptance of Work.
 - ☐ Small Business Commitment Statement, as applicable.
 - ☐ Acknowledgement of Receipt of Addenda, as applicable.
 - ☐ Prime and Subcontractor/Subconsultant Information Statement.
 - ☐ Vendors Bill of Rights and Responsibilities.
 - ☐ Lobbyists Disclosure.
 - ☐ Public Entity Crimes **(SHALL BE COMPLETED BY PROPOSER AND ALL SUBCONTRACTORS/SUBCONSULTANTS).**
 - ☐ Insurance Requirements Statement.
 - ☐ Signature & Seal.
 - ☐ Sworn Statement.
 - ☐ Small Business Bonus Commitment Letter, as applicable.*
 - ☐ Small Business Participation Statement, As Applicable.**

* **THE SMALL BUSINESS BONUS COMMITMENT LETTER SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE ALONG WITH THE PROPOSAL, AS APPLICABLE.**

** **THE SMALL BUSINESS PARTICIPATION STATEMENT, AS APPLICABLE SHALL BE PROVIDED BY THE SUCCESSFUL PROPOSER ALONG WITH CONTRACT NEGOTIATION DOCUMENTATION.**

II. DECLARATION OF NON-COLLUSION

The Proposer hereby declares that the undersigned is the person or persons that are authorized to make and provide final decision as to the price(s) and amount of this Proposal and the Proposer further declares that:

1. No more than one (1) Proposal for the above referenced Project will be submitted from the individual, the individuals' firm, or corporation, under the same or different name, and that such Proposer has no financial interest in another Proposer for the same Project.
2. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary Proposal.
3. The Proposer has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Proposer or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from proposing or to submit a complementary Proposal on this Project.
4. The Proposer has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary Proposal, or agreeing to do so, on this Project.
5. The Proposer has made a diligent inquiry of all members, officers, employees, and agents of the Proposer with responsibilities relating to the preparation, approval or submission of the firm's Proposal on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

NOTICE: Any evidence of collusion among participating Proposers will preclude their recognition as Consultant on such job and subjects them to penalties under applicable State and Federal law, both civil and criminal. MDX will also disqualify such Consultant on any Work of MDX until such participant shall have been reinstated as a qualified Consultant.

III. DECLARATION OF JOINT VENTURE AND POWER OF ATTORNEY FOR BIDDING ON A SPECIFIED PROJECT (AS APPLICABLE)

I, _____,
desire to be qualified jointly for the purpose of submitting a Proposal on the MDX Procurement/ Contract No:
_____ for which Proposals are to be opened on at the date and time shown in
the Solicitation Documents, and we request that the Miami-Dade Expressway Authority consider us as jointly
qualified and jointly desiring to combine our assets with participation in the Project by each firm, based on the
following percentages:

_____%
Name and Address of Joint Venture

_____%
Name and Address of Joint Venture

_____%
Name and Address of Joint Venture

We designate _____, as the name under which we desire
to do business with the Miami-Dade Expressway Authority.

We appoint _____, as our true and lawful Attorney-in-Fact, to
execute all proposals, contracts, supplemental agreements, receipts, and releases and to receive all moneys
due from the Miami-Dade Expressway Authority.

Address of Joint Venture Phone Number of Joint Venture

F.E.I.N. Number of Joint Venture

We give the named Attorney-in-Fact full power and authority to perform every act necessary to be done on
each contract awarded to the Joint Venture as fully as we would do if personally present. The rights, powers,
and authority of our Attorney-in-Fact to exercise any and all rights and powers shall commence upon
execution of this declaration and be in full force and effect until written notice of termination is received by
the Miami-Dade Expressway Authority.

IF THERE WILL BE NO JOINT VENTURE ON THIS PROJECT WRITE "NOT APPLICABLE" ACROSS THIS PAGE.

IV. CERTIFICATE OF CORRECT PREPARATION AND ACCEPTANCE OF WORK

1. The undersigned hereby certifies that the undersigned has carefully examined the Proposal Documents after the same was completed, and has verified each item placed thereon; and the undersigned agrees to indemnify, defend, and hold harmless MDX against any cost, damage, or expense which it may incur or be caused by any error in the undersigned's preparation of same.
2. The undersigned also hereby acknowledges that submission of the Proposal Documents constitutes an incontrovertible representation by the undersigned that, without exception, the Proposal Documents were premised upon performing the Services required by the Contract Documents and such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Services and that the Proposer accepts and agrees to be bound by all of the terms and conditions of the Contract Documents.
3. The undersigned also acknowledges that the undersigned will not be entitled to any additional compensation or time extensions based upon alleged differing conditions that should have been reasonably anticipated by the undersigned.
4. The undersigned agree(s) to perform all Services, as provided for in the Contract Documents, and to execute the Contract within ten (10) Calendar Days after receipt of the Notice of Award, assuming the undersigned is deemed the Successful Proposer.
5. The undersigned understands and acknowledges that the submission of this form to MDX is for MDX only and that this form is valid through December 31 of the calendar year in which it is filed with MDX. The undersigned also understand understands and agrees it is required to inform MDX prior to entering into any contract with MDX of any change in the information contained in this form.
6. The undersigned certifies that the Proposer is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.
7. The undersigned acknowledges and represents that it is authorized to sign on behalf of the Proposer.

V. SMALL BUSINESS COMMITMENT STATEMENT, AS APPLICABLE

In accordance with its Small Business Participation Policy, MDX requires small business participation ("Small Business Requirement") for this Project as defined in the Solicitation Documents by utilizing Small Business(es) certified as CBE, CSBE, SBE and ME (as applicable) pursuant to Miami-Dade County's Programs, or by other means determined by MDX to be in conformity with the requirements, terms and conditions of the MDX Small Business Participation Policy.

ANY COMMITMENT TO SMALL BUSINESS PARTICIPATION FOR THE PROJECT, INCLUDING ANY SB BONUS, SHALL BE A CONTRACTUAL REQUIREMENT OF THE PROPOSER AND WILL BE ENFORCED IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT DOCUMENTS AND THE MDX SMALL BUSINESS POLICY.

PLEASE NOTE:

Proposers who **FAIL** to meet the Small Business Requirement are required to submit with the Proposal all efforts that would demonstrate a "**Good Faith Effort**" in the solicitation of Sub-consultants and/or Subcontractors to meet the Small Business Requirement for the project.

PROPOSERS SHALL ACKNOWLEDGE ONE OF THE STATEMENTS BELOW:

_____ The undersigned Proposer, hereby commits to meeting the hundred percent (100%) of the Small Business Requirement as defined in the Solicitation Documents.

OR

_____ The undersigned Proposer has submitted Good Faith Efforts.

VI. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (AS APPLICABLE)

Were Addendum/Addenda issued on this Project?

☐ Yes ☐ No

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in referenced to the above Procurement by listing the Addenda by number and date:

Addendum _____	Date _____	Addendum _____	Date _____
Addendum _____	Date _____	Addendum _____	Date _____
Addendum _____	Date _____	Addendum _____	Date _____
Addendum _____	Date _____	Addendum _____	Date _____
Addendum _____	Date _____	Addendum _____	Date _____

VII. PRIME & SUBCONTRACTOR/SUBCONSULTANT INFORMATION STATEMENT

	PRIME	PRIME	PRIME
Legal Name of Company*			
Company's FEID Number			
Company Contact Name			
Title			
Company Address			
City, State, Zip Code			
Company Telephone No.			
Company Fax Number			
Company E-mail address			
Legal Name of Principal(s)			
Title			
Address of Principal(s)			
City, State, Zip Code			
Telephone Number of Principal(s)			
Fax Number of Principal(s)			
E-mail address of Principal(s)			
Corporate Number (if applicable)			
License Number			
Status of License or Representation			
Work to be Performed			
SB/DBE Certification# & Exp. Date			

*Exactly as Registered with the State of Florida (i.e. Corp., LLC, Inc., P.A., etc.)

Please duplicate page 9 as necessary to provide the requested information.

This Prime & Subcontractor/Subconsultant Information Statement will become a part of the Contract Documents. Changes made to this Subcontractor/Subconsultant Information Statement must be submitted in writing to MDX for approval prior to that Subcontractor performing the Work.

	SUB	SUB	SUB
Legal Name of Company*			
Company's FEID Number			
Company Contact Name			
Title			
Company Address			
City, State, Zip Code			
Company Telephone No.			
Company Fax Number			
Company E-mail address			
Legal Name of Principal(s)			
Title			
Address of Principal(s)			
City, State, Zip Code			
Telephone Number of Principal(s)			
Fax Number of Principal(s)			
E-mail address of Principal(s)			
Corporate Number (if applicable)			
License Number			
Status of License or Representation			
Work to be Performed			
SB/DBE Certification# & Exp. Date			

*Exactly as Registered with the State of Florida (i.e. Corp., LLC, Inc., P.A., etc.)

INFORMATION ON ALL PROPOSED SUBCONTRACTORS/SUBCONSULTANTS FOR THE PROJECT SHALL BE INCLUDED HEREIN.

Please duplicate page 10 as necessary to provide the requested information.

This Prime & Subcontractor/Subconsultant Information Statement will become a part of the Contract Documents. Changes made to this Subcontractor/Subconsultant Information Statement must be submitted in writing to MDX for approval prior to that Subcontractor performing the Work.

VIII. VENDOR'S BILL OF RIGHTS AND RESPONSIBILITIES

VENDOR'S BILL OF RIGHTS

You Have a Right to Full and Open Competition.

All vendors are given an equal opportunity to compete for our business.

You Have a Right to Competition Free From Interference.

MDX shall conduct business with vendors in a manner that avoids even the appearance of impropriety. You have a right to competition free from undue interference in any manner from MDX and its members, employees, agents or representatives. Furthermore, MDX and its members, employees, agents and representatives are committed to adhering to procedures and professional behavior that ensure fairness and public confidence in the procurement process.

You Have a Right to Information.

Florida's Public Records Act establishes a right of access to any public records made or received in connection with the official business of any public body, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public record or the custodian's designee. With a few exceptions, most documents are available. If MDX refuses to release a requested record, it must state the basis for the exemption. Additionally upon request, the custodian must state in writing and with particularity, the reasons for the conclusion that the record is exempt from inspection. If MDX refuses to produce public records for inspection and copying, an informal voluntary mediation program with the Office of the Attorney General is available to resolve open government disputes. Furthermore, a person who has been denied the right to inspect and/or copy public records may bring a civil action against the agency to enforce the terms of Florida's Public Records Law.

Your Right of Protest and Appeal.

Any Proposer may protest an MDX procurement by filing a written protest with the Secretary of the MDX Board within seventy-two (72) hours, excluding Saturdays, Sunday and legal holidays, after receipt of the Solicitation Document, if the protest is directed towards the Solicitation Document, or after receipt of the Notice of Award, if the protest is directed towards the awarding of the Contract.

A protest bond in the amount specified in the Solicitation Document shall be required for any protest. Within five (5) calendar days from the date of filing of the protest, the protesting party shall provide MDX with the grounds for its protest. Upon receipt of a written protest that has been timely filed, MDX and the protesting party shall attempt to resolve the protest by mutual agreement within ten (10) calendar days from the date of filing of the protest.

If the protest is not resolved by mutual agreement within ten (10) calendar days from the date of filing, MDX and the protesting party shall select a mutually agreed-upon mediator and participate in mediation. More information regarding a Proposer right of protest and appeal can be found in the MDX Procurement Policy which may be obtained on line at www.mdxway.com or by contacting the MDX Procurement Office, Miami-Dade Expressway Authority, 3790 Northwest 21st Street Miami, Florida 33142 (phone: 305-637-3277; email: procurementdept@mdx-way.com).

You have a Right to a Fair and Prompt Resolution of Grievances.

If at any time you suspect that your rights have been violated in a procurement or under a contract with MDX, you are advised to contact MDX's General Counsel, Attention: Pamela S. Leslie, Miami Dade Expressway Authority, 3790 Northwest 21st Street, Miami, Florida 33142, (Phone 305-637-3277 ext. 2210, e-mail: pleslie@mdxway.com). Alternatively, you may contact MDX's General Counsel, Greenberg Traurig, Attention: Bruce Giles-Klein, Greenberg Traurig, P.A., 1221 Brickell Avenue, Miami, Florida 33131 (Phone: 305-579-0573; e-mail: giles-kleinb@gtlaw.com), or Kirk D. DeLeon, Edwards & Associates, P.A., 66 West Flagler Street, Suite 800, Miami, Florida 33130 (Phone: 305-374-5494; e-mail: kddeleon@bellsouth.net). MDX promises that your complaint will be resolved and dealt with fairly.

You Have a Right to be Paid Promptly.

The Florida Prompt Payment Act requires MDX to make payment for all purchases in a timely manner; specify requirements for a "proper invoice" and make such requirements available to vendors; and establish dispute resolution procedures in cases of such disputes concerning payment of an invoice. Every contract or purchase order has instructions for preparing and submitting invoices. If the instructions are not complete or clear, call MDX's Procurement immediately. It's a good idea to confirm invoicing procedures the first time you submit an invoice under a contract.

Careful attention to these procedures such as correctly filling out the paperwork, submitting it to the right billing office and of course, performing the job you were hired to do according to the specifications set forth in the contract shall help ensure that you get paid on time. MDX's procedure for addressing invoice disputes with contractors is available on MDX's website.

RESPONSIBILITIES

As a Proposer or vendor of MDX, the undersigned, an authorized officer, hereby agrees to comply with the following responsibilities established by MDX to govern and regulate the relationship between Vendors and the officers, staff members, consultants and the Board of MDX.

It is further acknowledged that violation of these responsibilities may result in a Proposer's disqualification from a procurement or termination of a contract between MDX and the vendor.

1. We will conduct business, both during and after the procurement, with MDX in a manner that avoids even the appearance of impropriety. Prior to the award of a contract, we will not violate MDX's Cone of Silence (as defined in this procurement document under Communications/Cone of Silence).
2. Our fee estimates will be competitive, appropriate to the Contract Documents and arrived at independently.
3. Any challenges to contracts awarded will have a substantive basis and not be pursued merely because we are the unsuccessful Proposer.
4. We will perform contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for Work actually performed. We will abide by all contracting and subcontracting regulations.

5. We will not offer, directly or indirectly, to give a bribe or otherwise channel kickbacks from contracts awarded by MDX to MDX staff or consultants, Board members or their family members or business associates.
6. We will not offer or agree to utilize the services of any firm, in which an MDX officer, MDX consultant or agent, MDX Board member or a member of their immediate family has an interest, in any current or future contract in exchange for support in winning an MDX contract.
7. In dealing with MDX, including, but not limited to the procurement of services, we will conduct business in accordance with all applicable policies and regulations of MDX and we acknowledge that such dealings are subject to public disclosure.
8. In our selection of Subcontractors and personnel for any MDX contract or procurement, we will avoid conflicts of interest and disclose such conflicts when identified. We understand that it is our obligation to disclose the existence of any such conflicts, including, but not limited to, situations where relatives of our employees and/or Subcontractors are employees, directors, consultants, board members or agents of MDX (where relatives shall include siblings, parents, spouses or children of our employees or Subcontractors). We understand that our failure to disclose conflicts may result in our disqualification from an MDX procurement or termination of a contract with MDX.
9. We shall not use (or allow someone else to use) non-public information to our benefit or the benefit of some other person. If information about the project has not been made known to the public and is not authorized to be made known upon request, then it is nonpublic information and cannot be disclosed.
10. We will not act on a matter if a reasonable person who knew the circumstances of the situation could legitimately question our ethics.
11. We will not kick back any portion of a contract payment to employees, officers or Directors of MDX nor shall we provide gifts to staff or Board members.
12. At the time of signing this Bill of Rights, we shall disclose any pre-existing business relationship with any member of the staff, any consultant or agent of MDX, or the Board of MDX. This obligation to disclose shall continue beyond the date in which the Bill of Rights is executed.
13. All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no off the books transactions or secret accounts.
14. Our contributions to political parties, committees or individuals will only be made in accordance with applicable law and will comply with all requirements for public disclosure.
15. Notwithstanding all provisions included herein, we further agree to adhere to MDX Code of Ethics.

IX. LOBBYIST DISCLOSURE

Lobbyist Information:

Proposer shall either fill out the Lobbyist Information required below or check the Acknowledgement of Lobbyist Disclosure Statement.

Lobbyist Name: _____
Last First MI

Residence Address: _____
City State Zip

Business Address: _____
City State Zip

Business Phone: _____ Fax No.: _____

Email: _____

Acknowledgement of Lobbyist Disclosure Statement:

_____ I (We), as an authorized representative of the undersigned Proposer, by signing this form, hereby certify that no Lobbyist (as defined in the MDX Procurement Policy) has been retained to represent said Proposer in this MDX Project.

Should you have any additional questions regarding the registration and lobbyist reporting requirements, you may call MDX's Procurement Office at 305-637-3277.

X. PUBLIC ENTITY CRIMES - PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES

1. I (We) understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I (We) understand that “Convicted” or “Conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I (We) understand that an “Affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “Affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I (We) understand that a “Person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, director, executives, partners, shareholders, employees, members, and agent who are active in management of an entity. For the purposes of this Solicitation, a “Person” also refers to the Consultant, Contractor, Proposer, or Bidder, as defined in MDX’s Solicitation Documents.
5. Based on information and belief, the statement which I (We) have marked below is true in relation to the Person submitting this sworn statement. **(INDICATE WHICH OF THE BELOW STATEMENT(S) APPLY.)**

_____ Neither the Person submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Person, nor any Affiliate of the Person has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Person submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Person, or an Affiliate of the Person has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The Person submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Person, or an Affiliate of the Person has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the Person submitting this sworn statement on the convicted vendor list.
(ATTACH A COPY OF THE FINAL ORDER)

6. The undersigned also represents and certifies that neither the Person or any of its officers, directors owners, agents, shareholders, partners, executives, members or employees who will be performing the Work or the Services have been convicted or have plead guilty to a state or federal offense involving fraud, corruption or moral turpitude and are not now listed by any state or federal agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for any state (including but not limited to the State of Florida) or federal procurement programs. The Person agrees to indemnify MDX for any costs and expenses, including but not limited to audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by Person in regards to this certification.

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

F.E.I.N. No.: _____

By: _____

Authorized Signature

Title

Print Name

Date

PLEASE NOTE:

**PUBLIC ENTITY CRIMES SHALL BE COMPLETED BY THE PROPOSER AS WELL AS ALL
SUBCONSULTANTS/SUBCONTRACTORS.**

PLEASE DUPLICATE PAGES 15 AND 16 AS NECESSARY TO PROVIDE THE REQUESTED INFORMATION.

XI. INSURANCE REQUIREMENTS STATEMENT

The undersigned Proposer acknowledges that by submitting a Proposal, it certifies the following Statement:

_____ I (We), as an authorized representative of the undersigned Proposer, by signing this document, hereby certify that I (We) have reviewed the insurance requirements, including coverages, of the Project as set forth in the Solicitation documents; have provided the Insurance requirements to our Insurance Carrier(s); and hereby certify that I (We) have read and understand these insurance requirements. I (We), further certify that I (We) either currently has all of the required coverages or will obtain such coverages prior to Notice to Proceed, if awarded the Contract; and all other insurance obtained for the Project will be in full compliance with the requirements of the Solicitation and Contract Documents.

XII. SIGNATURE AND SEAL

CORPORATION:

Proposer

Signature: _____
President or Vice President (circle one)

Print Name

Attest: _____
Secretary (or Assistant Secretary)

Print Name

(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

Proposer

Signature: _____
Individual or Owner (circle one)

Print Name

Witness (1): _____

Print Name

Witness(2): _____

Print Name

PARTNERSHIP:

Proposer

Signature: (1) _____
Co-Partner or General Partner (circle one)

Print Name

Signature: (2) _____
Co-Partner or General Partner (circle one)

Print Name

(If Partnership, list names and address of each partner on separate sheet)

JOINT VENTURE:

Proposer

Signature: _____
Attorney-in-Fact

Print Name

Contractor: _____
(Affix Seal)

Signature: _____
President or Vice President (circle one)

Print Name

Contractor: _____
(Affix Seal)

Signature: _____
President or Vice President (circle one)

Print Name

Contractor: _____
(Affix Seal)

Signature: _____
President or Vice President (circle one)

Print Name

LIMITED LIABILITY COMPANY:

Proposer

Signature: _____
Manager or Member (circle one)

Print Name

Organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, certificate of incorporation or organization or certificate of authority having been issued by the Florida Department of State.

XIII. SWORN STATEMENT

Oath:

I (We), as an authorized representative of the above mentioned Proposer **DO SOLEMNLY SWEAR THAT ALL OF THE FOREGOING IS TRUE AND CORRECT.**

By: _____
Authorized Signature Title

Print Name Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

in the year 20____ by _____,
Name

as _____ for _____.
Title Proposer

Notary Signature Notary Public, State of _____
NOTARY STAMP/SEAL:

My commission expires: _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

XIV. SMALL BUSINESS BONUS COMMITMENT LETTER (AS APPLICABLE)

The undersigned Proposer, hereby commits to providing an additional Small Business participation of _____ (_____ %) (bringing the Proposers total Small Business participation for the Contract to _____ (_____ %) by utilizing the Small Firms(s) identified in its Proposal.

The Small Business Requirement shall be enforced through-out the length of the Contract (Initial Term) and any Renewal Term exercised by MDX. The Small Business Requirement shall be achieved by utilizing firm(s) that meet the criteria of a Small Business as defined in the Solicitation Documents. The Proposer agrees that it will utilize the Small Firm(s) identified in its Proposal and that any change shall be pre-approved by MDX.

Failure to properly complete this form, or to submit this form in the manner required by the Solicitation Document, shall result in the Proposer being ineligible for the Bonus Points.

XV. SMALL BUSINESS PARTICIPATION STATEMENT (AS APPLICABLE)

Small Business Participation Program

The Small Business Participation Statement should be completed for **EACH** Small Business listed in the Proposal.

If an item does not apply to this contract, enter N/A in the blank.

1. Name of Small Business: _____
2. Address of Small Business: _____
Small Business Phone: _____ Fax No.: _____
3. Small Business Email: _____
4. Type and scope of work to be performed by the Small Business for the Project:

The undersigned Proposer commits to allocate the following work/percentage of overall project/dollar amount to the undersigned Small Business. The undersigned Small Business is prepared, qualified and equipped to perform the following work/percentage of overall project/dollar amount for the project.

Type of work to be Performed	% of work to be performed (based on overall Project)	\$ Amount
	%	\$
	%	\$
	%	\$
	%	\$
	%	\$
	%	\$
	%	\$
	%	\$

5. The Proposer has projected the following commencement date for such work:

6. CBE Certification No.: _____ Expiration Date: _____ Category: _____
CSBE Certification No.: _____ Expiration Date: _____ Category: _____
SBE Certification No.: _____ Expiration Date: _____ Category: _____
ME Certification No.: _____ Expiration Date: _____ Category: _____

The undersigned Small Business holds the above certification with expiration date and category as noted above and intends to perform work in connection with the Project as (check one):

An individual ☐ A partnership ☐ A corporation ☐ A joint venture ☐

7. The undersigned Small Business acknowledges receipt of the Small Business Requirements of the Project and will enter into a formal agreement for the above work with the Proposer upon the execution of a contract with MDX.
8. The undersigned Proposer agrees to ensure that the Small Business Requirements of the Contract Documents are inserted in each subcontract and will require that all subcontractors/ subconsultants include the same requirements in any of their contracts.
9. This form shall be properly executed by both the Proposer and Small Business in order for the expenditures allocated to count toward the Small Business Requirement.

SMALL BUSINESS SIGNATURE:

Small Business:

By: _____
Authorized Signature

Print Name

Title

Date

PROPOSER SIGNATURE:

Proposer:

By: _____
Authorized Signature

Print Name

Title

Date



MDX PROCUREMENT/CONTRACT NO.:
RFQ-09-08

MDX PROJECT/SERVICE TITLE:
MISCELLANEOUS CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES

EXHIBIT 5
PSA SUBSTANTIAL FORM

MDX PROCUREMENT/CONTRACT NO.: RFQ-09-08
MISCELLANEOUS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

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MDX PROCUREMENT/CONTRACT NO.: RFQ-09-08
MISCELLANEOUS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

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MISCELLANEOUS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

THIS AGREEMENT ("Agreement" or "Contract"), is made and entered into as of the ____ day of _____, 2009 (the "Effective Date"), by and between the Miami-Dade County Expressway Authority (the "Authority" or "MDX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, created under Chapter 348, Part I, as amended, acting by and through its Governing Board, and _____ (the "Consultant"), a corporation duly organized and existing under the laws of the State of Florida, located at _____, and duly authorized to conduct business in the State of Florida, Federal I.D. No. _____.

NOW, THEREFORE in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES

- A. The Authority hereby retains the Consultant to provide Legislative Advocacy & Consulting Services, as described in the Solicitation Documents (defined below). This Agreement, Notice to Proceed ("NTP"), the MDX Procurement Policy as amended from time to time, and any Supplemental Agreements that may be entered into between the Authority and the Consultant from time to time are collectively defined as the "Contract Documents". Further, the Consultant agrees to provide the Services under this Agreement on a non-exclusive basis. At its option, the Authority may elect to have any of the Services performed by other consultants or by MDX staff.

The Request for Qualifications (RFQ), including all associated addenda, for **MDX Procurement/Contract No. RFQ-09-08** are attached hereto and incorporated herein as Exhibit "A", and are collectively hereafter referred to as the "Solicitation Documents", unless otherwise noted. The parties agree that the Contract Documents shall control, unless explicitly replaced or amended in writing and signed by both parties. The order of precedence for the Contract Documents shall be Supplement Agreements, Contract, NTP, Addenda and RFQ. The Consultant Proposal submitted to MDX for the Services in response to the RFQ are attached hereto and incorporated herein as Exhibit "B" (the "Proposal").

- B. The Consultant and the Authority mutually agree to furnish, each to the other, the respective service, information, and items as described in the Scope of Services.

II. COMMENCEMENT OF SERVICES

The Services to be rendered by the Consultant shall be commenced upon receipt of the NTP. Consultant agrees that time is of the essence in the completion of each and every provision or condition of this Agreement.

III. EFFECTIVE DATE AND TERM

Subject to the termination provisions set forth herein, this Agreement shall become effective as of the Effective Date upon its execution by the Authority and the Consultant and shall continue in effect for three (3) years (the "Initial Term"). At the expiration of the Initial Term, the

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Authority, in its sole discretion, has the option to extend this Agreement for up to two (2) additional years as further described herein. MDX may extend the Agreement in increments of time satisfactory to MDX and in accordance with its needs. In no event shall this Agreement exceed a total term of five (5) years.

IV. CHANGES IN THE SERVICES

- A. Before making any additions or deletions to the Services described in the Scope of Services in the Solicitation Documents, and before undertaking any changes or revisions to such Services, the parties shall negotiate any necessary cost and schedule changes and shall enter into a Supplemental Agreement covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be deemed to include any supplement hereto. Unless otherwise agreed to by MDX in writing, the Method of Compensation shall apply to all Supplemental Agreements.

- B. When MDX requires services, which are not covered by a price in this Agreement and MDX finds that such service is essential to the satisfactory completion of this Agreement within its intended scope, MDX will make an adjustment to this Agreement. The basis of payment for such adjustment will be in the amount MDX determines to be fair and equitable, upon discussion and agreement with the Consultant in writing and in accordance with the relevant provisions of this Agreement, including but not limited to, the Method of Compensation.
- C. A Supplemental Agreement shall be executed by MDX and the Consultant for any additional service not contained in this Agreement. Consultant shall not commence such additional service prior to the issuance of a Notice to Proceed for such additional service.

V. SERVICES NOT AUTHORIZED BY THE AUTHORITY

The Consultant shall not perform any Services described in the Scope of Services that are not covered by a Notice to Proceed.

VI. CLAIMS FOR EXTRA SERVICES

In any case where the Consultant deems that extra compensation is due it for services not covered in this Agreement, the Consultant shall notify the Authority in writing within twenty (20) calendar days of its intention to make a claim for extra compensation prior to providing such services on which the claim is based. If such notification is not given in writing within twenty (20) calendar days, then the Consultant hereby agrees to waive the claims for such extra compensation. Such notice by the Consultant shall in no way be construed as proving the validity of the claim.

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VII. COMPENSATION AND PAYMENTS

The Authority shall compensate the Consultant for services performed under this Agreement, as described in the Method of Compensation, attached hereto and incorporated herein as Exhibit "C".

VIII. MDX PROJECT FUNDING

This Agreement is subject to the availability of funds in the MDX budget for each fiscal year of this Agreement. MDX will require written authorization from MDX's Chief Financial Officer ("CFO") that funds are available prior to entering into any contract, task authorization or other binding commitment of funds. MDX will not, during any fiscal year, expend money on projects not approved by the CFO, incur any liability or enter into any contract or task authorization that, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for any expenditure during such fiscal year. If MDX enters into such a contract in writing, in violation of this section, such contract or task authorization is null and void, and MDX will not make any payments thereunder. Nothing herein contained prevents MDX from executing contracts or task authorizations for a period exceeding one (1) year, but MDX will make such contracts or task authorizations executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

IX. SCHEDULE AND DELAYS

- A. At the request of the Authority, the Consultant agrees to provide Project schedule progress reports in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be at all times advised, at its request, as to the status of Services being done by the Consultant and of the details thereof. Close collaboration and cooperation shall be maintained by the Consultant with representatives of the Authority or other agencies interested in the Services on behalf of the Authority. Either party to the Agreement may request and be granted a conference.
- B.
- C. Once issued a Task Authorization, it shall be the responsibility of the Consultant to monitor and ensure that sufficient time remains in which to complete the requested Services. In the event any delays occur that would affect the Completion Date, as defined by the Contract Documents, the Consultant shall submit a written request to the Authority which identifies the reason(s) for the delay and the amount of time related to each reason. The Authority shall review the request and make a determination as to granting all or part of the requested extension.
- D. In the event time for performance expires and the Consultant has not requested, or if the Authority has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No payment shall be made for Services performed subsequent to the date time expires until a time extension is granted or all Services has been completed and accepted by the Authority.

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- E. All financial records relating to the Contract shall be reconciled no later than forty-five (45) days prior to the end of every MDX fiscal year (June 30 of the current year).

X. FORCE MAJEURE

The failure of either the Authority or the Consultant to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, flood, strikes, act of public enemies, or actions of governmental authorities outside of the control of either (excepting compliance with applicable codes and regulations) will not be considered a breach of this Agreement. In this event, the time for the performance of the obligations under this Agreement will be extended for a period commensurate with the delay but the Consultant will receive no additional compensation.

XI. BOOKS, RECORDS AND CORRESPONDENCE

- A. Pursuant to the Section of the Solicitation Documents entitled "Audit and Examination of Contract Records and Proposal Records", such records are to be kept on file by the Consultant for the entire term of the Agreement and for a period of three (3) years after the later of: (i) the end of the term of the Agreement; or (ii) until all claims (if any) regarding the Agreement are resolved. At the end of the three (3) year period Consultant shall turn over all records to MDX.
- B. Such records shall include, but not be limited to, time sheets, task authorizations, direct expense reimbursable records, and contract files. Such records shall also include the Consultant's general accounting records relating to its obligations under this Agreement and the Project Records, together with supporting documents and records of the Consultant and all Subconsultants/ Subcontractors performing Services under this Agreement and all other records of the Consultant and Subconsultants/Subcontractors considered necessary by the Authority for a proper audit of all costs associated with this Agreement.
- C. Copies of all written correspondence between the Consultant and any party pertaining specifically to the Agreement shall be provided to MDX for their records within two (2) weeks of the receipt or mailing of said correspondence.
- D. To the extent that the Services under this Agreement requires access to proprietary or confidential business or financial data of MDX or other companies, and as long as such data remains proprietary or confidential, the Consultant shall protect such data from unauthorized use and disclosure.
- E. Consultant shall reconcile all financial records for the Agreement within forty-five (45) days prior to the end of each MDX fiscal year.
- F. All documents prepared or obtained by the Consultant in performance of this Agreement, including but not limited to any work product of the Consultant, reports, studies, financing plans and/or data, including any analysis related thereto, whether in paper or electronic format (including but not limited to PDF, Word, Excel or any other

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format), shall be considered works made for hire and shall become property of MDX without restriction or limitation on their use, except proprietary information, tools or materials that do not contain information related to MDX delivered by the Consultant during its performance of the Services. Therefore such documents as described above shall be made available by the Consultant within seven (7) business days upon request by MDX at any time. The Consultant therefore agrees not to publish, copyright or patent any of the data furnished in compliance with the Agreement. MDX shall have the right to visit the offices of the Consultant for review at any time. The Consultant shall not be liable for use by MDX of said documents, studies, or other data for any purpose other than intended by the terms of the Contract Documents.

XII. INSPECTION OF SERVICES AND DOCUMENTS AND ENDORSEMENT OF WORK PRODUCTS

- A. MDX shall maintain the right to inspect the Services performed by the Consultant and request any documentation from the Consultant to ensure quality products and services are being provided. The Consultant shall make available to the Authority, upon request, complete records of all costs incurred under the terms of this Agreement for purposes of auditing prior or current invoices.
- B. Consultant acknowledges that all work products generated from the Services provided pursuant to this Agreement shall be subject to the provisions of Chapter 119, Florida Statutes.

XIII. TERMINATION

- A. This Agreement may be terminated by either party by mutual agreement in writing.
- B. Should one party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other, the non-breaching party may terminate this Agreement upon a minimum of seven (7) days written notice. In the event of termination, due to no fault of the Consultant, the Consultant shall be paid for services performed to the termination date, including reimbursements, if any.
- C. If the Authority determines that the performance of the Consultant is not satisfactory, the Authority shall have the option, at its sole discretion, of (a) immediately terminating this Agreement or (b) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise this Agreement shall be terminated at the end of such time.
- D. The performance of Services under this Contract may be terminated by MDX in accordance with this clause, in whole or in part, whenever MDX determines that such termination is in the best interest of MDX. The Authority shall notify the Consultant of such termination with instructions as to the effective date of termination, which effective date shall not be less than thirty (30) days after the date of such notification, or shall specify the stage of Services at which this Agreement is to be terminated. Upon termination, the Consultant shall be entitled to payment for Services completed to the

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date of termination only.

- E. Notwithstanding the rights of the Authority to terminate this Agreement as described elsewhere in this Agreement, the Consultant shall not be relieved of liability to the Authority for damages sustained by the Authority, by virtue of any breach of the obligations, covenants, agreements, stipulations, representations or warranties of this Agreement by the Consultant and the Authority may withhold any payment due to the Consultant up to the amount of damages claimed by the Authority for the purpose of set-off, until such time as the exact amount of damages due to the Authority is agreed upon or otherwise determined.
- F. The Authority reserves the right to terminate or cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment shall be made for the benefit of creditors.
- G. If this Agreement is terminated before performance is completed, the Consultant shall be paid for Services satisfactorily performed in accordance with the terms of this Agreement, except as stated in this Section or except for those amounts in dispute.

XIV. CONSULTANT'S PERFORMANCE

- A. The Authority will conduct annual contract performance evaluations (the "Annual Evaluation") of the Consultant. The Annual Evaluation shall be conducted by the MDX Staff and shall be a review of the Services performed by the Consultant for the past year of the Contract as it relates to the existing contractual responsibilities of the Consultant under this Agreement. Notwithstanding the foregoing, MDX at its absolute discretion may perform mid-year evaluations, if deemed necessary, in the same manner as described herein.
- B. The Consultant's performance will be evaluated using the MDX Consultant Performance Evaluation Policy ("CPE Policy") described in the MDX Procurement Policy. In the event of any conflicts between this Section and the CPE Policy, the CPE Policy shall govern. The Consultant shall become familiar with and comply with the CPE Policy.

XV. CONSULTANT AND CONSULTANT'S EMPLOYEES

- A. The Consultant shall maintain an adequate, dedicated and competent professional staff and shall remain authorized at all times to do business within the State of Florida. Initial staff classifications for the Consultant and Subconsultants/Subcontractors shall be approved in writing by MDX. Any subsequent changes in personnel shall require prior written approval from MDX. The Consultant shall not reclassify any of its staff without the prior written approval from MDX. For the purpose of rendering the Services hereunder, the Consultant may associate with specialists, however such association shall be at no additional cost to the Authority, other than those costs negotiated within the limits and terms of this Agreement. Should the Consultant desire to utilize specialists, the Consultant is fully responsible for the satisfactory completion of all subcontracted Services. The Consultant, however, shall not sublet, assign or transfer

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any Services under this Agreement, to any person other than the key personnel approved by MDX prior to the issuance of the Notice to Proceed and any Task Authorizations, without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed.

- B. The Consultant shall ensure that all subcontracts entered into with its Subconsultants/Subcontractors grant the Authority all of the rights and privileges of such subcontract, including but not limited to (so long as the Authority is not in default of its obligations under this Agreement) the Authority's right to secure materials or services from the Subconsultant/Subcontractor which might be a part of the Subconsultant/Subcontractor's work production.
- C. The Services shall be performed and directed by the key personnel identified by the Consultant and approved by MDX. Any changes in such key personnel or professional staff, shall be submitted along with applicable resumes for review and approval by MDX. The Consultant shall maintain throughout the term of this Agreement, key personnel and a professional staff that meets the minimum training and experience required by the Solicitation Documents.
- D. MDX will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by MDX, if it is determined that the Consultant knowingly employs unauthorized aliens.
- E. The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration monetary or non-monetary, contingent upon or resulting from the award or making of this Agreement. It is further understood and agreed that the term "fee" in the paragraph above shall also include brokerage and finder's fees, however denoted.
- F.
- G. For the breach or violation of paragraph E above, the Authority shall have the right to deduct from this Agreement or Task Authorization price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration or may in its sole discretion pursue any other remedies available to MDX including termination of this Agreement.
- H. The Consultant shall require that all of its employees are competent, careful, and reliable. All workers shall have the skills, competence and experience necessary to properly perform the Services as required by this Agreement.
- I. If, in the opinion of MDX, any person employed by the Consultant is not qualified to perform the Services or is insubordinate, disorderly, disrupts, or is detrimental to the

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progress of the Services, such person shall be immediately removed from the Project by the Consultant upon written direction from MDX. Such person shall not be employed again on the Project without the written permission of MDX. If the Consultant fails to immediately remove such person, MDX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Services until the person is removed.

The Consultant shall protect, indemnify, and hold harmless MDX, its agents, officers and employees from any and all claims, actions, or suits arising from such removal, discharge, or suspension of a Consultant employee based on the direction of MDX.

- J. If before the Notice of Award is issued or at any time during the Project, MDX has a reasonable objection to any of Consultant's proposed key personnel, after due investigation, then MDX may request the Consultant to submit an acceptable substitute at no additional cost to MDX. If the Consultant declines to make any such substitution, then MDX may cancel this Agreement. If MDX does not make a written objection to the list of Consultant's key personnel prior to the giving of the Notice to Proceed, then such list will be deemed acceptable to MDX, subject to revocation hereunder. Any of Consultant's key personnel failing to meet the above requirements shall be replaced by the Consultant at no additional cost to MDX, and are subject to MDX prior approval.

XVI. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

- A. This Section shall apply to the Consultant, its Subconsultants/Subcontractors and any other agent or employee engaged by the Consultant. The Consultant agrees to incorporate the provisions of this section and the section of the Solicitation Documents entitled "Conflicts of Interest" in any subcontract into which it might enter with reference to the Services performed for this Contract and as it relates to the Services performed for the Project. MDX at its sole discretion may conduct an audit of the Consultant's compliance of its obligations under this section.
- B. The Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to the Services performed under this Agreement, which standards shall by reference be made a part of this Agreement as though set forth in full. The Consultant shall also abide by the MDX Code of Ethics and provisions of the executed Vendor's Bill of Rights and Responsibilities.
- C. The Consultant shall not represent any other party before the State Legislature or any committee thereof, the office of the Governor or any member of the cabinet or any state agency, other than the Florida Department of Transportation (the "Department") or any district or office thereof (collectively, the "Department"), on any matter where such party's interest may be adverse to the Authority without the prior written permission of the Authority.

In the event the Consultant desires to represent another party before any of the aforementioned public officials, bodies or agencies on any matter where such party's

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interest may be adverse to the Authority, it shall promptly inform the Executive Director of the Authority in writing of the party it wishes to represent and of the nature of the proposed representation. The Authority, in its sole and absolute discretion may preclude the Consultant from simultaneously representing the Authority and another party when the Authority determines that representation of such other party may be adverse to the Authority's interest.

In making such determination, the Authority shall have sole and absolute discretion to determine the role of the Consultant and the nature of its representation of the Authority. Should the Consultant fail, after five (5) days' notice, to cure a conflict as determined by the Authority, the Authority shall have the right to terminate this Agreement.

- D. Notwithstanding anything in this Section to the contrary, in the event that the Consultant shall be engaged or shall otherwise be participating in any matter where the interests of the Authority and the Department may conflict, the Consultant shall promptly inform the Authority's Executive Director and the Secretary of the applicable District of the Department in writing of the conflict or potential conflict between the Authority and the Department. The Authority and the Department shall confer and determine between themselves as to whether the Consultant shall represent the Authority or the Department in such matter. The Consultant agrees to abide by each such determination.

In the event that such determination shall cause the Authority or the Department to incur any increased costs due to its inability to retain the Consultant for a particular matter, the Consultant shall promptly pay such costs upon being invoiced therefore by the Authority or the Department, as the case may be. Absent manifest error, the determination of the Authority or the Department, as the case may be, of such increased costs shall be final and binding on the Consultant.

As used in this Section, the term "increased costs" shall mean (i) administrative costs incurred by the Authority or the Department, as the case may be, including but not limited to legal fees, associated with the retention by either of a consultant to perform the services that would have been performed by the Consultant absent such conflict of interest, and (ii) the difference between the amount paid by the Authority or the Department, as the case may be, to such replacement consultant to perform such services and the amount that would have been paid by the Authority or the Department, as the case may be, to the Consultant to perform such services. MDX and the Consultant shall use their best efforts to mitigate the conflict and any increase in costs. In the event of such conflict MDX shall attempt to mitigate an increase in costs by replacing the Consultant from the Pool of Consultants providing the Services herein. Additionally if any conflict with the Department arises during a transaction as a result of an act by MDX, Consultant may not be liable for payment of increased cost so long as it had fully disclosed all known or anticipated conflicts as required herein. In the event of a dispute between the parties, the parties agree to mediation prior to any litigation to resolve said dispute.

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- E. The Authority is governed in its contracts and transactions by provisions of Florida law relating to conflicts of interest, prohibited transactions, and ethics in government. All parties to contracts with the Authority relating to this Project shall familiarize themselves with the Chapter 112, Florida Statutes, the MDX Procurement Policy and with general Florida law regulating the Authority's ethical requirements, prohibitions and limitations with respect to procurement and contracts.
- F. The Consultant agrees that it shall make no statement, press releases, or other publicity of any kind 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 Authority 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, it being understood that under the provisions of this Agreement such data or information is the property of the Authority.
- G. The Authority shall have the right to unilaterally cancel this Agreement for refusal by the Consultant to allow public access to all documents, papers, letters or other materials, subject to provisions of Chapter 119, Florida Statutes, made or received by the Consultant in conjunction with this Agreement.
- H. Conflicts of Interest:
- (1) The Consultant warrants that, to the best of the Consultant's knowledge and belief, there are no relevant facts or circumstances which could give rise to a potential or actual conflict of interest, including but not limited to, an Organizational Conflict of Interest, as defined herein, or a Personal Conflict of Interest, as defined herein, (hereinafter collectively referred to as "Conflict of Interest", "Conflicts of Interest" or "COI"), or that the Consultant has disclosed in writing to MDX all such relevant information relating to the Consultant, its employees, its agents or any of its Subconsultants or Subcontractors. "Organizational Conflict of Interest" means: (i) because of other activities or relationships with other persons or consultants, the Consultant, its employees, agents or Subconsultants/ Subcontractors or their respective employees, is/are unable or potentially unable to render impartial assistance or advice to MDX; (ii) the Consultant's, or any of its employees, agents, Subconsultants or Subcontractors or their respective employees, objectivity in performing the Services is or might otherwise be impaired; and (iii) the Consultant, its employees, agents, Subconsultants or Subcontractors or their respective employees, has/have an unfair competitive advantage. A Personal Conflict of Interest is defined as a relationship of an employee, Subconsultant or Subcontractor, or the employees of a Subconsultant or Subcontractor with an entity that will or may impair the objectivity of the employee, Subconsultant or Subcontractor employee, or Subconsultant or Subcontractor in performing the Services.
- (2) Prior to commencement of any Services, or immediately after becoming aware

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of a Conflict of Interest, whichever is sooner, the Consultant agrees to notify MDX's Executive Director either (i) that, to the best of its knowledge and belief, no Conflict of Interest exists, or (ii) to identify to MDX any Conflict of Interest the Consultant or its agents, employees, Subconsultants or Subcontractors may have. In emergency situations, however, Services may begin, but notification of Conflicts of Interest shall be made in writing to MDX's Executive Director within five (5) working days.

- (3) The Consultant agrees that if a Conflict of Interest is identified during performance, the Consultant will immediately make a full disclosure in writing to MDX's Executive Director. This disclosure shall include a description of actions, which the Consultant has taken or proposes to take, after consultation with MDX, to avoid, mitigate, or neutralize the Conflict of Interest. The Consultant shall discontinue any relevant performance until notified by MDX's Executive Director of any contrary action to be taken.
- (4) MDX may, at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid a Conflict of Interest, or pursue such other remedies as may be permitted by law or this Agreement. If the Consultant was aware of a Conflict of Interest prior to award or discovered a Conflict of Interest after award and did not disclose it, or misrepresented relevant information to MDX, or MDX becomes aware of a Conflict of Interest that was not disclosed by the Consultant, MDX may at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate the Agreement in whole or in part for default, debar the Consultant from servicing MDX under this Agreement, or pursue such other remedies as may be permitted by law or this Agreement.
- (5) The Consultant shall prepare and submit a Conflict of Interest (COI) Plan within twenty (20) business days after the execution of this Agreement or any other time requested by MDX, which outlines the procedures in place to avoid, neutralize or mitigate Conflicts of Interest, whether actual or potential, personal or organizational, throughout the period of performance of the Agreement. The Consultant's COI Plan is a document which describes the procedures the Consultant uses to identify and report COIs. Generally, a corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a Conflict of Interest is identified. The plan shall be evaluated and approved by MDX. The plan shall address step by step the checks and balances in place to detect any potential or actual Conflicts of Interest that could result from activities covered in the Scope of Services. The COI Plan shall be submitted to the Budget & Finance Committee for review.
- (6) The Consultant's obligations with regard to providing notice of Conflict of Interest situations shall apply until the expiration date of this Agreement. Consultant agrees to:

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- a. Immediately notify MDX's Executive Director when the Consultant becomes aware of any Conflicts of Interest.
 - b. Immediately notify MDX's Executive Director prior to incurring costs for any Services when a Conflict of Interest situation may or does exist. In the event that the Conflict of Interest does not become known until after performance of the Agreement begins, the Consultant shall immediately notify MDX's Executive Director of the Conflict of Interest. The Consultant shall cease performance of this Agreement until notified by MDX's Executive Director of the appropriate action to be taken.
- (7) The parties to this Agreement agree that the Consultant will be restricted in its future contracting in the manner described below.
- a. The Consultant may be ineligible to participate in any MDX solicitations and ensuing MDX contracts, either as a prime Contractor or Subconsultant/Subcontractor.
 - b. The Consultant, during the life of this Contract, shall be ineligible to enter into any contract with individuals or firms to perform services on projects related to the Services performed under this Agreement unless otherwise authorized in writing by MDX's Executive Director.
 - c. The Consultant agrees in advance that if any bids/proposals are submitted for any services that would require written approval of MDX prior to entering into another contract subject to the restrictions of this Section, then the bids/proposals are submitted at the Consultant's own risk. Therefore, no claim shall be made against MDX to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the other contract is denied or approved.
- (8) A review process available to the Consultant when an adverse determination is received shall consist of a request for reconsideration to MDX's Executive Director or a request for review submitted to MDX's Budget & Finance Committee. An adverse determination resulting from a request for reconsideration by the MDX Executive Director will not preclude the Consultant from requesting a review by MDX's Budget & Finance Committee. Either a request for review or a request for reconsideration must be submitted to the appropriate level within thirty (30) calendar days after receipt of the initial adverse determination.
- (9) The Consultant agrees to insert in each Subconsultant or Subcontractor agreement hereunder, provisions which shall conform substantially to the language of the subsection entitled "Conflicts of Interest", including this paragraph. The Consultant may request in writing that MDX's Executive

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Director exempt from this Conflicts of Interest subsection a particular Subconsultant or Subcontractor agreement for certain technical or consultant services. MDX will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

- (10) The Consultant agrees to insert in each Subconsultant or Subcontractor agreement hereunder the requirement that any Subconsultant or Subcontractor who performs Services as a Subconsultant or Subcontractor pursuant to this Agreement and wishes to submit a proposal or bid, either as a prime consultant/contractor or as a Subconsultant/Subcontractor on any MDX procurement, shall request in writing a determination from MDX that they may participate in the specific MDX procurement prior to the proposal or bid submittal date. Such written request shall include justification as to why there is no Conflict of Interest in this situation. Failure to do so may result in the Subconsultant or Subcontractor's proposal being deemed non-responsive.

XVII. CONFIDENTIALITY

To the extent that the Services under this Agreement requires access to proprietary or confidential business or financial data of MDX or other companies, and as long as such data remains proprietary or confidential, the Consultant shall protect such data from unauthorized use and disclosure.

XVIII. CONVICTED VENDORS LIST

- A. The Consultant represents that it is not currently on the convicted vendor list, as described in the Section of the Solicitation Documents entitled, "Public Entity Crime Information Statement" and that it shall notify MDX immediately if, during this Agreement, it is placed on said list. The Consultant agrees that placement on said list constitutes grounds for immediate termination of this Agreement by MDX.
- B. By submittal of a proposal or bid and subsequent execution of this Contract, Consultant represents and certifies that he or she has not been convicted or has not plead guilty to a state or federal offense involving fraud, corruption or moral turpitude and is not now listed by any state or federal agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for any state (including but not limited to the State of Florida) or federal procurement programs.

If Consultant is a corporation, partnership or other form of business organization, the representations and certifications shall apply not only to the individual(s) who will be performing the Services, but also to the principal officers and owners of the business organization. The Consultant agrees to indemnify MDX for any costs and expenses, including but not limited to reasonable audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by Consultant in regards to this certification.

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XIX. INSURANCE

- A. The Consultant shall furnish to the Authority's Executive Director or his or her delegate prior to the commencement of any Services under this Agreement, certificate(s) of insurance as required by the Solicitation Documents. Required insurance types and limits are contained in the Solicitation Documents.
- B. If insurance coverage is scheduled to expire during the Contract Term, the Consultant shall be responsible for submitting insurance certificates to the Authority before such expiration that evidence renewal or replacement of the expiring coverage(s). In the event that expired coverage(s) are not replaced with new or renewed coverage(s) that cover the Initial Term or any Option Term, the Authority shall suspend this Agreement and all Services associated with this Agreement until certificates evidencing the replacement or renewed coverage(s) are received by the Authority; provided however, that this suspension period shall not exceed ten (10) calendar days, as determined solely by MDX (the "Suspension Period"). At the end of the Suspension Period, the Authority may, at its sole discretion, terminate the Agreement for cause, as described in the Section of this Agreement, entitled, "Termination."

XX. COMPLIANCE WITH LAWS

The Consultant, its employees and representatives shall at all times comply with the federal, state, and local laws and ordinances, statutes, rules, regulations and orders of governmental authorities applicable to the Services or payment of Services thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age or national origin in the performance of the Services under this Agreement.

XXI. DISPUTES, DISPUTE RESOLUTION AND CLAIMS

- A. If any dispute regarding Consultant claims arising hereunder or relating to the Agreement (and the Consultant's Services hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.
- B. In order for the Consultant to be the prevailing party, the Consultant must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with MDX. If Consultant fails to do so, MDX will be deemed the prevailing party in such litigation.
- C. For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Consultant for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to

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MDX (exclusive of interest, costs or expenses) on claims asserted by MDX against the Consultant in connection with the Agreement; and (ii) any amount offered in settlement prior to initiation of Consultant litigation (exclusive of interest, cost or expense).

- D. The term “contested claim” or “claims” shall mean the initial written claim(s) submitted to MDX by the Consultant (disputed by MDX) which have not otherwise been resolved through ordinary close-out procedures of a Task Authorization and/or this Agreement prior to the initiation of litigation. Consultant claims or portions thereof, which MDX agreed to pay or offered to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If the Consultant submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Consultant’s claim(s).
- E. Attorney’s fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to MDX through and including trial, appeal and collection.
- F. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.
- G. The term “litigation” shall include mediation proceedings and arbitration.
- H. As a condition precedent to litigation, the Consultant shall have first submitted its claim (together with supporting documentation) to MDX, and MDX shall have had sixty (60) days thereafter within which to respond thereto.
- I. The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, MDX and the Consultant agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.
- J. Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney’s fees and costs.
- K. No court proceedings on any claim may be filed until the parties have first participated in mediation.
- L. All Services shall be performed by the Consultant in accordance with sound business and accounting practices to the satisfaction of the Authority. The Authority shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by

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reason of this Agreement, the prosecution and fulfillment of the Services hereunder, the character, quality, amount and value thereof; and its determination upon all claims, questions and disputes shall be final and conclusive upon the parties hereto. Adjustment of compensation and Agreement time because of any major changes in the Services that may become necessary or desirable as the Services progress shall be left to the absolute discretion of the Authority and any such adjustments shall be evidenced by Supplemental Agreements between the parties in accordance herewith.

- M In the event that the Consultant and MDX are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental Services desired by MDX, the Consultant will be obligated to proceed with the supplemental Services in a timely manner for the amount determined by MDX to be reasonable. In such event, the Consultant will have the right to file a claim with MDX for such additional amounts as the Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through the courts relieve the Consultant from the obligation to timely perform the supplemental Services.

XXII. PROHIBITION ON ASSIGNMENT

Consultant is hereby prohibited from assigning this Agreement without the express prior written consent of the Authority which consent may be withheld at the Authority's sole and absolute discretion.

XXIII. INDEMNITY

The Consultant agrees that this Section of the Agreement supersedes the Section in the Solicitation Document entitled "Indemnification"

The Consultant shall be required to defend (if allowed by law), indemnify and hold harmless, Owner (MDX), and all of Owner's Officers, Agents, Employees, and Successors from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by the Consultant, its agents, employees, or subcontractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which Owner or said parties may be subject.

The Consultant shall also be required to defend (if allowed by law), indemnify and hold harmless, the Florida Department of Transportation (in its capacity as titleholder of the MDX System) ("FDOT") and all of FDOT's Officers, Agents, Employees, and Successors from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct by the Consultant, its agents, employees, or Subconsultant/Subcontractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which Owner or said parties may be subject.

The Consultant's obligation to defend (if allowed by law), and indemnify the Owner or FDOT shall be triggered by Owner's notice of claim for indemnification to the Consultant. The Consultant's inability to evaluate liability or its evaluation of liability shall not excuse the

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Consultant's duty to indemnify within seven (7) days after such notice by Owner is given by registered mail. Only an adjudication of judgment after the highest appeal is exhausted specifically finding Owner solely negligent shall excuse performance of this provision by the Consultant with respect to indemnification of the Owner. The Consultant shall pay all costs and fees related to this obligation and its enforcement by Owner. Owner's failure to notify the Consultant of a claim shall not release the Consultant of the above duty to indemnify. Unless otherwise directed by MDX, the Consultant shall have the ability to control the defense of any claim for which indemnification is made, including the right to settle provided that the Consultant makes no admission of liability on the part of MDX.

The Consultant shall provide written evidence that a complete copy of the Solicitation Documents, and any resulting Contract, has been delivered to the insurance company underwriting each insurance policy herein required of the Consultant.

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Contract.

The Consultant guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any Subconsultant/Subcontractor, in connection with the Contract. The Owner's final acceptance and payment does not release the Payment and Performance Bonds until all such claims are paid or released (as applicable).

The parties agree that one percent (1%) of the total compensation to the Consultant for performance of this Agreement is the specific consideration from Owner to the Consultant for the Consultant's indemnity agreements.

XXIV. SOVEREIGN IMMUNITY

No provision of the Contract Documents, including this Agreement, shall be construed as a waiver of sovereign immunity by MDX.

XXV. CONSTRUCTION OF LANGUAGE

All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.

XXVI. EXECUTION OF THE AGREEMENT

If the Consultant is a firm or company owned by an individual, this Agreement shall be executed in the name of the firm or company by the manual signature of the individual or sole proprietor. If the firm is a Partnership, this Agreement shall be executed in the name of the partnership by the manual signature of the general partner. If a corporation, the Agreement shall be executed in the name of the Corporation and shall bear the corporate seal and be signed by the President

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or the Vice-President. If a joint venture, the Agreement shall be executed in the name of the joint venture and be signed by a person authorized to sign on behalf of the joint venture.

XXVII. CHOICE OF LAW

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- B. Venue of any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.
- C. In the event of any litigation arising out of this Agreement, the Consultant agrees that service of process on the Consultant may be made on its registered agent as designated in the corporate records of the Florida Division of Corporations. The Consultant shall notify the Authority in writing within thirty (30) days of a change and the name of the successor registered agent. These provisions are in addition to any methods of service of process allowed by the Florida Statutes.

XXVIII. WAIVER OF TRIAL BY JURY:

Consultant and the Authority hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this agreement, and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, or actions of either party.

XXIX. ENTIRE AGREEMENT

This Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the Authority or the Consultant other than contained herein. This Agreement shall inure to the benefit of, and be binding on, the parties or the successor(s).

XXX. NOTICE

All Notices required under this Agreement shall be in writing. Notices shall be mailed or delivered as follows, unless a party directs in writing that notices shall be provided to it at another location:

To the Authority:	Helen M. Cordero Manager of Procurement & Contracts Administration Miami-Dade County Expressway Authority (MDX) 3790 Northwest 21 st Street Miami, Florida 33142
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With a copy to: Pamela Leslie, Esq.
General Counsel
Miami-Dade County Expressway Authority (MDX)
3790 Northwest 21st Street
Miami, Florida 33142

To the Consultant: _____

XXXI. DEFINED TERMS

Capitalized terms used herein, unless otherwise specifically defined in this Agreement, shall have the meaning ascribed to them in the Contract Documents.

XXXII. SECTION HEADINGS

Any headings preceding the texts of the Sections in this Agreement and any table of contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

XXXIII. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement shall be held invalid, it is the intent of the parties that such covenants, agreements or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

[SEAL]

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY
d/b/a MIAMI-DADE EXPRESSWAY AUTHORITY
(MDX)

ATTEST: _____
Maria Luisa Navia Lobo
Secretary

By: _____
Javier Rodriguez, P.E.
Executive Director

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

MDX General Counsel

Print Name

(CONSULTANT)

[SEAL]

Executed By:

Signature of Authorized Officer

Print Name of Authorized Officer

Title of Authorized Officer

Date: _____

ATTEST _____
Secretary Signature

Date: _____

Endorsed by Intergovernmental Committee: _____

Approved by MDX Board: _____

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ATTACHMENTS

The following exhibits are incorporated herein and attached hereto, unless otherwise noted:

Exhibit A	Solicitation Documents – RFQ-09-08*
Exhibit B	Consultant's Proposal *
Exhibit C	Method of Compensation (MOC)
Exhibit D	Consultant Performance Evaluation Form (in compliance with Article 12 of the MDX Procurement Policy)**
Exhibit E	MDX Code of Ethics**
Exhibit F	MDX Travel Policy**

* Provided in Electronic Format

** Copy located on MDX web site.



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EXHIBIT 6
REFERENCE VERIFICATION INFORMATION FORM

REFERENCE VERIFICATION INFORMATION FORM

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This form is to be completed for each reference provided by the Proposed Personnel.

Name of Proposed Personnel	
Proposed Role	
REFERENCE INFORMATION	
Agency Work Performed for	
Reference Name	
Reference Title	
Reference Telephone Number	
Reference E-Mail Address	
PROJECT INFORMATION	
Project Description / Scope of Work	
Services Performed by Proposed Personnel	
Contract Start and End Dates (or if Ongoing)	
Construction Costs	



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INSPECTION SERVICES

EXHIBIT 7
PROPOSER QUESTIONS TEMPLATE

PROPOSER QUESTIONS TEMPLATE

#	Page	Section	Section Description	Question
Proposer Name: _____				
1.				
2.				
3.				
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