

# Memorandum



**Date:** July 31, 2017

Agenda Item No. 2(B)16  
October 3, 2017

**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name of the Mayor.

**Subject:** Miami-Dade County Professional Services Task Force Report

Pursuant to Resolution No. R-414-16, adopted by the Board of County Commissioners (Board) on May 17, 2016, establishing the Miami-Dade County Professional Services Task Force (Task Force), attached is the final report of the Task Force findings and recommendations.

The Task Force was created for the purpose of reviewing the County's existing legislation, administrative practices and procedures, and competitive solicitation documents for the purchase of professional services covered under the Consultants' Competitive Negotiation Act (CCNA), including without limitation, Section 2-10.4 of the Code of Miami-Dade County and Administrative Order 3-32, and to offer recommendations for their improvement to achieve a more equitable distribution of County contracts, all consistent with the intent and the requirements of the CCNA. In particular, and without limitation to the generality of the foregoing, the Task Force evaluated the existing local preference and the possibility of creating a locally headquartered preference for professional firms, defining the thresholds and other parameters of such proposed enactments. Additionally, the Task Force evaluated the efficacy of the County's local preference program. To that end, the Task Force considered whether the local business tax receipt continues to be the most effective method of identifying local businesses eligible for preferential treatment in the procurement process and provided recommendations concerning alternative methods of identifying local businesses. The Task Force also considered and evaluated comparable models for the procurement and contracting of professional services.

In accordance with Ordinance No. 14-65, this report will be placed on the next available Board meeting agenda.

Should you require additional information, please contact Tara C. Smith, Director of the Internal Services Department, at (305) 375-5893, or me directly.

## Attachments

- c: Abigail Price-Williams, County Attorney
- Gerl Bonzon-Keenan, First Assistant County Attorney
- Office of the Mayor Senior Staff
- Tara C. Smith, Director, Internal Services Department
- Neil R. Singh, Interim Commission Auditor
- Christopher Agrippa, Director, Clerk of the Board Division
- Eugene Love, Agenda Coordinator
- Task Force Members

July 3, 2016

**Task Force Members:**

Enrique "Rick" Crooks  
(Chairman)

Deborah D. Swain  
(Vice-Chairwoman)  
(Subcommittee Chair – Process)

Barron Channer  
(Subcommittee Chair – Equitable  
Distribution)

Darryl Holsendolph  
(Subcommittee Chair –  
Procurement by the Numbers)

Alberto D. Argudin  
Rosa Bazo  
Adebayo Coker  
Carlos M. Gil-Mera  
Gordon "Eric" Knowles  
Godfrey A.O. Lamptey  
Robert Linares  
Jeff Lozama  
Jose A. Munoz  
Victor J. Pujals  
Scarlett Rico  
Eduardo M. Suarez  
Manuel G. Vera  
Cliff Walters  
Brenda J. Westhorp

**County Support Staff**

Architectural & Engineering Unit,  
Internal Services Department:  
Curt Williams, Cristina Amores,  
Cynthia Garrote

Small Business Development  
Division, Internal Services  
Department:  
Laurie Johnson, Elizabeth  
Zabowski

County Attorney's Office:  
Hugo Benitez, Miguel Gonzalez

Mayor Carlos A. Gimenez  
Stephcin P, Clark Center  
111 NW 1st Street, 29th Floor  
Miami, Florida 33128

**Subject: Miami-Dade County's Professional Services Task Force – Final Report**

Dear Mayor Gimenez:

The Professional Services Task Force (Task Force) was created on May 17, 2016 by **Resolution No. R-414-16** (sponsored by then Vice-Chairman Esteban Bovo, District 13). The resolution required the Task Force to evaluate and propose improvements to the County's procurement of professional architectural and engineering (A/E) services with specific reference to the creation of a locally headquartered business preference.

After 11 meetings held from September 2016 to March 2017 (including an industry meeting on March 7, 2017); the Task Force, as outlined in the attached report, recommends improvements to the County's procurement of A/E professional services and the creation of a Locally Headquartered Business Preference (LHB Preference).

The LHB Preference will provide the following benefits: (1) develop locally headquartered A/E businesses, (2) keep tax dollars spent for A/E services in Miami-Dade County, (3) create high paying jobs, (4) support the development of locally headquartered firms and (5) maintain a competitive and transparent procurement process for the selection of the most qualified A/E firm.

Despite the wide spectrum of participants on the Task Force, the support for the Task Force recommendations were in most cases unanimously positive and in other cases had overwhelming majority support.

The Task Force worked with the Internal Services Department (ISD) and the County Attorney's Office to revise the Existing Administrative Order A.O. 3-39 (acquisition of professional services) to include the LHB Preference and the other recommended improvements for the procurement of professional services. The resulting Implementing Order (IO) will require changes to Miami-Dade County Code 2-10.4 and 2.8.5 as well as an additional IO for the implementation of new procurement procedures.

We thank Chairman Bovo, Vice-Chairwoman Edmonson and the other commissioners who have supported the need to revise the County's procurement practices and to create a LHB Preference.

Sincerely,



Enrique "Rick" Crooks

Chairman  
Miami-Dade County's Professional Services Task Force

Attachment: Miami-Dade County Professional Services Task Force Report

c: Professional Services Task Force Members  
Chairman Esteban Bovo, Miami-Dade County Commissioners  
Vice-Chairwoman Edmonson, Miami-Dade County Commissioners  
Abigail Price-Williams, County Attorney  
Mary T. Cagle, Inspector General  
Joseph Centorino, Executive Director, Ethics and Public Trust  
Tara C. Smith, Director, Internal Services Department

# **Miami-Dade County Professional Services Task Force Report**

## **EXECUTIVE SUMMARY**

The Professional Services Task Force (Task Force) was created by the Miami-Dade Board of County Commissioners (Board) to evaluate improvements to the County's procurement of professional services and evaluate the creation of a locally headquartered preference. The Task Force has the following recommendations:

1. The enactment of Locally Headquartered Business (LHB) preference for the procurement of professional services. An LHB preference develops locally headquartered Architectural and Engineering (A/E) businesses that keep tax dollars spent for A/E services in Miami-Dade County. It will also create higher paying jobs and develop the County as a premier provider of A/E services nationally and internationally.
2. The Task Force is proposing up to 5 points out of a possible 100 total points be assigned for the utilization of LHB firms as part of the evaluation criteria for the selection of professional services.
3. The Task Force is proposing other modifications to the procurement of professional services to enhance the process and effect greater distribution of work.

The Task Force has prepared a draft of its proposed modifications to AO 3-39 for the County's consideration. The modifications will enact the LHB preference as well as other recommended improvements.

## **1.0 INTRODUCTION**

On May 17, 2016, the Board adopted Resolution No. R-414-16 (sponsored by Vice Chairman Esteban Bovo, District 13) creating the Task Force to:

- Offer recommendations for improvement of existing legislation to achieve a more equitable distribution of County contracts, all consistent with the intent and the requirements of the Consultants' Competitive Negotiation Act (CCNA).
- Evaluate the existing local preference and the possibility of creating a locally headquartered preference for professional firms, defining the thresholds and other parameters of such proposed enactments.
- Evaluate the efficacy of the County's local preference program.
- Make recommendations concerning alternative methods of identifying local businesses.
- Consider and evaluate comparable models for the procurement and contracting of professional services.

## **2.0 TASK FORCE STRUCTURE**

### **Membership**

The Task Force is comprised of 19 members who organized their work through three sub-committees. The membership of the Task Force is as follows:

- Enrique "Rick" Crooks (Chairperson)
- Deborah D. Swain (Vice Chairperson) (Subcommittee Chair – Process)
- Alberto D. Argudin
- Rosa Bazo

- Barron Channer (Subcommittee Chair – Equitable Distribution)
- Adebayo Coker
- Carlos M. Gil-Mera
- Darryl Holsendolph (Subcommittee Chair – Procurement by the Numbers)
- Gordon "Eric" Knowles
- Godfrey A.O. Lamptey
- Robert Linares
- Jeff Lozama
- Jose A. Munoz
- Victor J. Pujals
- Scarlett Rico
- Eduardo M. Suarez
- Manuel G. Vera
- Cliff Walters
- Brenda J. Westthorp

The Chairperson and Vice Chairperson for each of the subcommittees are indicated below

### **Task Force Subcommittees**

#### **Process**

Deborah D. Swain (Chairperson)  
 Enrique "Rick" Crooks (Vice Chairperson)  
 Alberto D. Argudin  
 Manuel G. Vera  
 Eduardo M. Suarez  
 Carlos M. Gil-Mera

#### **Procurement by the Numbers**

Darryl Holsendolph (Chairperson)  
 Jose Munoz (Vice Chairperson)  
 Brenda J. Westthorp  
 Jeff Lozama  
 Cliff Walters

#### **Equitable Distribution**

Barron Channer (Chairperson)  
 Victor J. Pujals (Vice Chairperson)  
 Rosa Bazo  
 Robert Linares  
 Adebayo Coker  
 Godfrey A.O. Lamptey  
 Scarlett Rico  
 Gordon "Eric" Knowles

### **County Support Staff**

- County Commission - Chairman Esteban Bovo, District 13
- Architectural & Engineering Unit, Internal Services Department: Miriam Singer, CPO, Curt Williams, Cristina Amores, Cynthia Garrote
- Small Business Development Division, Internal Services Department: Laurie Johnson, Elizabeth Zabowski

- County Attorney's Office: Hugo Benitez, Miguel Gonzalez

### **3.0 WORK OF THE TASK FORCE**

#### **Meetings:**

- 11 publicly noticed meetings
  - The first meeting was held on September 27, 2016. Each meeting was from 9 am to 12 noon.
  - The Task Force worked in sub-committees initially and then as a committee of the whole to develop recommendations.
- Industry Meeting - March 7, 2017 – Advertised to all A/E firms – 80+ attendees.
- Final Task Force Meeting – March 14, 2017.

#### **Presentations to the Task Force:**

- September 27, 2016:
  - Joe Centorino, Executive Director, Commission on Ethics and Public Trust
- October 11, 2016:
  - Helen Cordero, MDX – Local Business and Small Business Policy
  - Curt Williams, ISD – Architectural and Engineering Procurement Process
  - Laurie Johnson, ISD – Equitable Distribution Program

### **4.0 WHY A LOCALLY HEADQUARTERED BUSINESS PROGRAM**

#### **Locally Headquartered Business**

Miami-Dade County is the most populous County in Florida and is one of the largest public infrastructure markets in the country.

1. Locally Headquartered firms have been able to gain opportunities and develop experience through the Small Business Enterprise (SBE) program, but have few opportunities upon graduation from the program.
2. Locally Headquartered firms rely on work from local agencies for survival and for the development of expertise required to compete locally, nationally, and internationally.
3. Between September 24, 2012 and September 24, 2016, Miami-Dade County awarded approximately \$495 million in A/E fees of which only \$55 million went to Locally Headquartered firms.
4. Per the 2010 US Census, Miami-Dade County is the 7<sup>th</sup> largest County in the United States. As such, it is one of the top 10 markets for A/E in the US. Yet, no A/E firm Headquartered in Miami-Dade County is on the Engineering News Record's 2016 list of the Top 500 Architecture and Engineering Firms.
5. The Kauffman Index of Growth Entrepreneurship studied the 40 largest metro areas and found that the Miami metro area was No. 2 in startup creation, but ranked 39 for growth.
6. Miami-Dade County records indicate that since 2006, only 13 A/E firms have exceeded the \$6 million a year earnings limit and graduated from the County's SBE program.
7. SBE firms that graduate face a serious challenge – many SBE firms would suffer competitively if they graduate. Miami-Dade County cannot thrive as a County of small businesses.

#### **Objective**

Create a Locally Headquartered Business preference that:

- Develops locally headquartered A/E businesses that keep tax dollars spent for A/E services in the County, creates higher paying jobs, and develops the County as a premier provider of A/E services nationally and internationally.
- Provides opportunities for locally headquartered A/E businesses to develop a resume of experience that would allow them to compete for similar services statewide, nationally and internationally; thereby, bringing income and jobs to the local economy.
- Maintains a competitive and transparent procurement process for the selection of the most qualified A/E firm to benefit Miami-Dade County.

### **Other Local Business Policies**

Similar LHB programs for A/E services exist nationwide. In 2014, Broward County implemented a similar program that has made a significant difference in supporting Broward County's Locally Headquartered A/E firms.

## **5.0 PROPOSED A&E PROCUREMENT IMPROVEMENTS**

The Task Force has proposed revisions to the existing Administrative Order (AO) 3-39 (acquisition of professional services) to promote the use of LHBs, to streamline the procurement of professional services, enhance transparency and effect the distribution of work. The new Implementation Order (IO) will require changes to Miami-Dade County Code 2-10.4, 2.8.5 and an additional IO for the implementation of new procurement procedures. The Task Force began work with a Draft IO that was already being developed by ISD to improve and streamline AO 3-39. The Task Force communicated with the County Attorney's Office to further revise the County's draft and create a proposed new IO for the acquisition of A/E services (see Appendix). The new IO incorporates the LHB provisions and the other Task Force recommendations.

### **5.1 Proposed Modifications to AO 3-39**

#### **1) LHB Provisions**

##### **a) Definitions:**

- LHB Definition – Similar to existing code definition being used for contractors and includes the "Nerve Center" criteria utilized in a US Supreme Court ruling and a requirement for a Florida Corporation based LHB.

##### **b) Section II – Selection Process for Professional A/E Services**

- Tier 1 – Criteria 5A: LHB Scoring Methodology. Assigns up to 5 points to LHB firms that pursue as a prime. Non-LHB firms may be assigned up to 5 points by subconsulting work to LHB firms.
- Tier 2 - Criteria 3B: LHB Scoring Methodology. Assigns up to 5 points to LHB firms that pursue as a prime. Non-LHB firms may be assigned up to 5 points by subconsulting work to LHB firms.

#### **2) Other Modifications**

##### **a) Definitions:**

- Average Dollar Value (ADV) to be used for scoring past work criteria.

##### **b) Section II – Selection Process for Professional A&E Services**

- Tier 1 – Criteria 4A: ADV Scoring Methodology – Gives equal consideration to amounts awarded and paid by the County to firms. This helps the County's efforts to distribute work equitably.

- o Tier 1 – Criteria 6A: Local Preference as Points vs Percentage
- o Dropping Scores Tier 1
- o Requires projects to go to Tier 2, unless certain criteria are met.
- o Tier 2 – Criteria 4B: Local Preference as Points vs Percentage
- o Dropping Scores Tier 2
- c) Equitable Distribution Program (EDP)
  - o Qualification Criteria – Required to be a LHB
- d) Continuing Services Contracts
  - o Approval for use by User Department instead of the Internal Services Department (ISD) Director

## 5.2 Ordinance Amendments

Proposed Modifications to Miami-Dade County Code, Administrative Orders and Implementing Orders.

- 1) First Reading of new IO to get Board acceptance and approval to modify the affected sections of Miami-Dade County Code.
  - o Ordinance to change Miami-Dade County Code 2-10.4
  - o Ordinance to change Miami-Dade County Code 2-8.5
- 2) Resolution to replace AO 3-39 with the new IO and the required code modifications (Ordinances referenced above )

## 5.3 Locally Headquartered Business Preference Implementation

- 1) New Implementing Order for LHB Enforcement
  - o Locally Headquartered Business (LHB) Preference Affidavit
  - o If a Prime LHB firm is selected based on the assignment of LHB points, then measures must be implemented to ensure 50% or more of the work on the project is performed by the LHB Prime consultant
  - o Schedule of participation and Letter of Intent similar to SBE when an LHB is a sub-consultant
- 2) Revise the Equitable Distribution Program list of firms to LHB firms only

## 5.4 Reciprocity

The County should request Reciprocity with Broward County's LHB program

## 6.0 CONCERNS AND DISSENTING OPINIONS

During the Task Force and Industry Meeting some attendees expressed the following concerns:

1. LHB firms do not have the capacity or the expertise required for the anticipated increase in the amount of work that would go to LHB firms as a result of an LHB incentive.
2. An LHB incentive would reduce competition and would not result in the selection of the best team for a project.
3. An LHB incentive would penalize Non-LHB firms who have invested in this community and provide employment opportunities to Miami-Dade County residents.
4. An LHB incentive would provide benefits to only a small number of firms.

Additionally, one member of the Task Force wrote a Dissenting Opinion (see the Appendix).

## **7.0 ON-GOING IMPROVEMENTS**

The Task Force concentrated its efforts on the implementation of the previously mentioned IO modifications. However, there are other items that the task force was not able to discuss and resolve. As such, within 12 months the County shall create an A/E Industry Advisory group or equivalent for continued improvements to the IO for the following:

- Alternative delivery methods with the inclusion of LHB preference
- Progressive Design Build as an Alternative Delivery Method
- Add Tier 3 SBEs to EDP
- Monitor the implementation of the new B2G-NOW procurement data tracking system
- PSA Contract Terms and Conditions
- Other issues as needed

## **APPENDIX**

- **Dissenting Opinion**
- **Attachment 1** - Resolution No. R 414-16;
- **Attachment 2** - Florida Statutes, Chapter 287.055;
- **Attachment 3** - Section 2-8.5 of the Code of Miami-Dade County and Section 2-8.5 (Proposed) of the Code of Miami-Dade County;
- **Attachment 4** - Section 2-10.4 of the Code of Miami-Dade County; Section 2-10.4 (Proposed) of the Code of Miami-Dade County and Ordinance 2-10.4 (Proposed) of the Code of Miami-Dade County;
- **Attachment 5** - Implementing Order 3-32; Section 2-10.4.01 of the Code of Miami-Dade County;
- **Attachment 6** - Implementing Order 3-34;
- **Attachment 7** - Administrative Order 3-39; and Implementing Order 3-39 (Proposed);
- **Attachment 8** - Notice of Professional Consultants (NTPC) Boilerplate;
- **Attachment 9** - Meeting Minutes;
- **Attachment 10** - Meeting Agendas;
- **Attachment 11** - Sign-in Sheets;
- **Attachment 12** - Presentations to the Task Force;
- **Attachment 13** - Subcommittee Reports; and
- **Attachment 14** - Proposed Task Force DRAFT IO – Standard process for the acquisition of professional architectural, engineering, landscape architecture, land surveying and mapping services, general construction services, and other project delivery methods.



DISSENTING OPINION

## Memorandum

**To:** Curt Williams (ISD)  
Rick Crooks, PE Task Force Chair and Debbie Swain, Task Force Vice-Chair

**Date:** April 19, 2017

**Subject:** Opinion (Dissenting) for Final Report

It was my pleasure to participate, contribute and share as part of the referenced Task Force under your efficient leadership over the last six months. I believe we have accomplished a lot of meaningful work and I look forward as many others in the A&E community to the implementation of the various significant recommendations. We should all be optimistic about seeing some of the changes we have for various years worked hard to come about, in particularly those applicable to the selection process and the locally headquartered business (LHB). I am particularly pleased with having co-chaired the Equitable Distribution Subcommittee.

While I concur with practically all the overall recommendations as noted in the report, there are three issues of concern in the proposed details of the revised Implementation Orders that are worth noting for the reasons stated below:

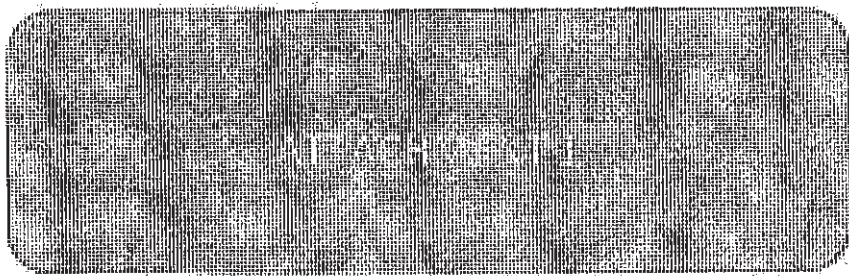
- Implementation Order IO 3-39, Section II. A, First Tier Criterion 5A: Use of LHB Percent Participation: The 5 point criteria in First Tier is reasonable, but not the corresponding LHB percent of contract value from 5% to 45+%. This was pointed out at the Industry Forum by several speakers as not fair or equitable. The percent range should be more in the range of 5 -25% for the 5-point scoring.
- Implementation Order IO 3-39, Section II. B, Second Tier Selection Criteria Items 3B and 4B: Historically, First Tier criteria has not carried over to Second Tier. Projects that warrant a Second Tier Selection are usually of more complex nature. Use of LHB or Local Preference (LP) criteria in Second Tier should be replaced with criteria that is in-line with "selecting the most highly qualified to perform the required service" in Ordinance Sec. 2-10.4. Local Preference could be used as a tie-breaker in Second Tier. The LHB % and LP criteria in First Tier are more than adequate to satisfy those goals.
- Implementation Order IO 3-39, Section H.1, Equitable Distribution Program (EDP): The EDP is being limited to LHB firms only, even though no one currently knows how many LHB firms there are qualified in each of the many Technical Category. EDP should be limited to CBE-A/E and a priority given to LHB to be the higher ranked choices in each category.

I am thankful for the opportunity to express this opinion, but more than that, for the opportunity of participating with many colleagues on this task force for the benefit of my chosen profession.

  
Victor J. Pujals, PE BCEE

Past President, Florida Engineering Society (FES) Miami Chapter  
Past President, Cuban-American Association of Civil Engineers (CAACE)  
Board Member Miami Dade County A&E Society (MDAES)

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## MEMORANDUM

Agenda Item No. 11(A)(5)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

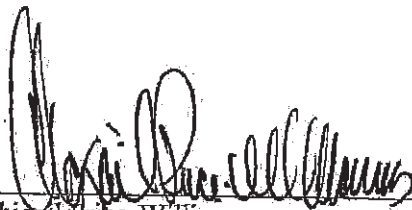
**DATE:** May 17, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution creating the  
Professional Services  
Task Force; providing for  
membership, organization  
and procedures and setting  
forth purpose, function,  
responsibility and sunset  
provision

Resolution No. R-414-16

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairman Esteban L. Bovo, Jr.

  
Abigail Price-Williams  
County Attorney

APW/smm



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** May 17, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(5)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(5)  
5-17-16

RESOLUTION NO. R-414-16

RESOLUTION CREATING THE PROFESSIONAL SERVICES  
TASK FORCE; PROVIDING FOR MEMBERSHIP,  
ORGANIZATION AND PROCEDURES AND SETTING  
FORTH PURPOSE, FUNCTION, RESPONSIBILITY AND  
SUNSET PROVISION

WHEREAS, Miami-Dade County is a large purchaser of architectural, engineering and other professional services covered under Section 287.055 of the Florida Statutes, the Consultants Competitive Negotiation Act ("CCNA"); and

WHEREAS, the CCNA provides criteria for selection of firms to deliver professional services including ability of professional personnel, past performance, location, workload and work previously awarded to a firm, with a view to effect an "equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms"; and

WHEREAS, to give effect to the purpose and requirements of the CCNA in the County, the County has enacted implementing legislation including Section 2-10.4 and Administrative Order 3-32, and has adopted processes, procedures and competitive solicitation documents; and

WHEREAS, the County wishes to improve the equitable distribution of its contracts to provide for the well-being of this community, and to enhance the economic opportunities of its businesses and residents, all consistent with the requirements and objectives of the CCNA; and

WHEREAS, to accomplish those purposes, this Board wishes to empanel a task force of industry professionals and affected individuals to make recommendations for improvements to applicable legislation and administrative processes, procedures and competitive solicitation documents, all in the manner more specifically set forth below,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. *Creation.* The Professional Services Task Force (the "Task Force") is hereby created.

Section 2. *Purpose.* The purpose of the Task Force is to review the County's existing legislation, administrative practices and procedures, and competitive solicitation documents for the purchase of professional services covered under the CCNA, including without limitation, Section 2-10.4 of the Code of Miami-Dade County and Administrative Order 3-32, and to offer recommendations for their improvement to achieve a more equitable distribution of County contracts, all consistent with the intent and the requirements of the CCNA. In particular, and without limitation to the generality of the foregoing, the Task Force shall evaluate the existing local preference and the possibility of creating a locally headquartered preference for professional firms, defining the thresholds and other parameters of such proposed enactments. Additionally, the Task Force shall evaluate the efficacy of the County's local preference program. To that end, the Task Force shall consider whether the local business tax receipt continues to be the most effective method of identifying local businesses eligible for preferential treatment in the procurement process. If not, the Task Force shall make recommendations concerning alternative methods of identifying local businesses. The Task Force shall also consider and evaluate comparable models for the procurement and contracting of professional services.

Section 3. *Membership.* The Task Force shall be composed of not fewer than 13 or more than 26 members. The Task Force shall contain professional representatives of firms delivering services under the CCNA, including firms with offices in the County which are not locally headquartered and locally headquartered firms. The composition of the Task Force shall

contain a balance of the professions regulated by the CCNA. The Task Force shall be representative of the community at large and should reflect the gender, racial, ethnic and cultural makeup of the community. The members shall be appointed in the following manner:

- (a) Within 20 days of the effective date of this resolution each member of the Board may nominate persons to be considered for service on the Task Force. Nominations shall be submitted to the Clerk of the Board.
- (b) Within 20 days of the effective date of this resolution interested persons may submit their qualifications to the Clerk of the Board to be considered for service on the Task Force.
- (c) In the event that within 30 days following the effective date of this resolution the Clerk of the Board has not received sufficient number of nominations to constitute the Board, the Clerk shall immediately provide the Board with written notice and the deadline for nominations and submissions shall be extended for an additional 15 days following such notice or notices.
- (d) Upon receipt of sufficient nominations the Clerk of the Board shall place an item on the agenda of the Board's next regularly scheduled meeting for the Board's selection of the members of the Task Force.
- (e) In making the selection of who shall serve on the Task Force the Board shall consider, among other factors, the member making the nomination, the availability of nominees, and other criteria set forth in this resolution.
- (f) Any member vacancies shall be filled in the manner provided for in the initial appointment.

Section 4. *Conduct of Meetings.* The Task Force shall select one member to serve as chairperson and one member to serve as the vice-chairperson, who shall discharge the office of chair in the chair's absence. In order to transact any business or to exercise any power vested in



the Task Force, a quorum consisting of a majority of those persons duly appointed shall be present. The Task Force shall adopt any rules which it deems necessary for the conduct of its meetings. The members of the Task Force shall serve without compensation.

All proceedings of the Task Force shall be conducted in accordance with the Government in the Sunshine Law (Section 286.011 Fla. Stats.) and the Citizens Bill of Rights of the Miami-Dade County Home Rule Charter. The Task force shall be deemed an "agency" for all purposes under the Public Records Law. The Task Force shall be governed by all applicable State and County conflict of interest laws, including the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the Code of Miami-Dade County.

The Task Force shall meet within 15 days of the appointment of its members, and shall meet not less than every 30 days from the date of the initial meeting. Additional meetings may be held at the discretion of the Task Force.

**Section 5.** *Reports.* The Task Force shall provide its final report to the Board, containing the Task Force's findings and recommendations consistent with this resolution, within 180 days following its initial meeting. The report shall be placed on an agenda of the Board pursuant to Ordinance No. 14-65 for consideration by the Board. The Board may then request such further work of the Task Force as may be in the public interest.

**Section 6.** *Staff.* The Task Force shall be provided adequate staff and support services by the County Mayor or County Mayor's designee. The staff shall maintain records of the Task Force, in coordination with the chairperson, prepare agendas and minutes of Task Force meetings and perform such other duties as may be reasonably required to conduct the affairs of the Task Force subject to budgetary limitations. The County Attorney's Office shall provide legal counsel, as needed, to the Task Force.

Section 7. *Sunset.* The Task Force shall sunset and stand dismissed 300 days following the effective date of this resolution unless the Board extends the term of service by majority vote.

The Prime Sponsor of the foregoing resolution is Vice Chairman Esteban L. Bovo, Jr. It was offered by Commissioner Rebeca Sosa, who moved its adoption. The motion was seconded by Commissioner José "Pepe" Diaz and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	aye		
	Esteban L. Bovo, Jr., Vice Chairman	aye		
Bruno A. Barreiro	aye	Daniella Levine Cava	aye	
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye	
Sally A. Heyman	absent	Barbara J. Jordan	aye	
Dennis C. Moss	absent	Rebeca Sosa	aye	
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye	
Juan C. Zapata	aye			

The Chairperson thereupon declared the resolution duly passed and adopted this 17<sup>th</sup> day of May, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: Christopher Agrippa  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Hugo Benitez

# Miami-Dade County

## Professional Services Task Force

### Members

1. Enrique "Rick" Crooks (Chairperson)
2. Deborah D. Swain (Vice-Chairperson)
3. Alberto D. Argudin
4. Rosa Bazo
5. Barron Channer
6. Adebayo Coker
7. Carlos M. Gil-Mera
8. Darryl Holsendolph
9. Gordon "Eric" Knowles
10. Godfrey A.O. Lamptey
11. Robert Linares
12. Jeff Lozama
13. Jose A. Munoz
14. Victor J. Pujals
15. Scarlett Rico
16. Eduardo M. Suarez
17. Manuel G. Vera
18. Cliff Walters
19. Brenda J. Westthorp

# Miami-Dade County

## Professional Services Task Force

### Sub-Committees

#### **Process**

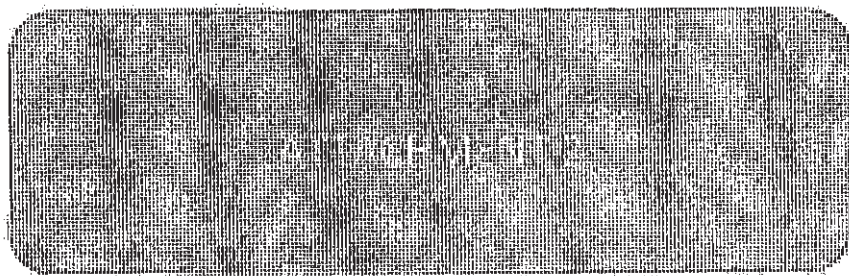
Deborah D. Swain (Chairperson)  
Enrique "Rick" Crooks (Vice-Chairperson)  
Alberto D. Argudin  
Manuel G. Vera  
Eduardo M. Suarez  
Carlos M. Gil-Mera

#### **Procurement by the Numbers**

Darryl Holsendolph (Chairperson)  
Jose Munoz (Vice-Chairperson)  
Brenda J. Westhorp  
Jeff Lozama  
Cliff Walters

#### **Equitable Distribution**

Barron Channer (Chairperson)  
Victor J. Pujals (Vice-Chairperson)  
Rosa Bazo  
Robert Linares  
Adebayo Coker  
Godfrey A.O. Lamptey  
Scarlett Rico  
Gordon "Eric" Knowles



PROCUREMENT OF PERSONAL PROPERTY AND SERVICES View Entire Chapter

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—(1) SHORT TITLE.—This section shall be known as the “Consultants’ Competitive Negotiation Act.”

(2) DEFINITIONS.—For purposes of this section:

(a) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) “Agency” means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term “agency” does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) “Firm” means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) “Compensation” means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) “Agency official” means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) “Project” means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

#### (4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinstate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

#### (5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services

agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) **AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.**—Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) **STATE ASSISTANCE TO LOCAL AGENCIES.**—On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

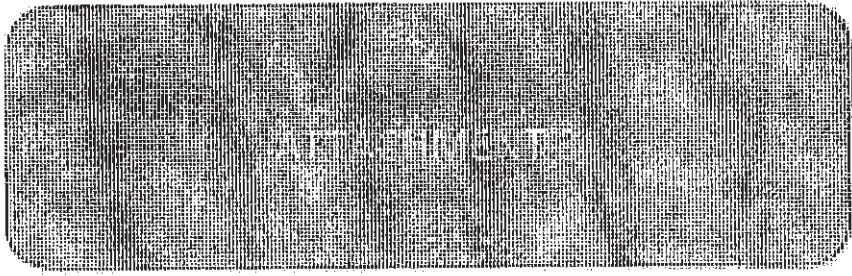
(9) **APPLICABILITY TO DESIGN-BUILD CONTRACTS.**—

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based

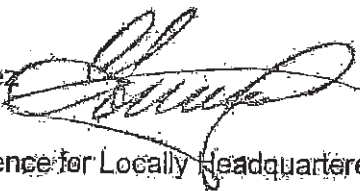




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42  
38  
30

**Date:** October 18, 2012

**To:** Distribution List

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Additional Preference for Locally Headquartered Businesses

On September 6, 2012, the Board of County Commissioners (Board) adopted Ordinance No. 12-67, amending Miami-Dade County's Local Preference policy by creating an additional preference for "Locally-Headquartered Businesses" (see attached). This preference is in addition to, not in lieu of, the local preference that is currently afforded to firms that meet the Local Business requirements.

The revised Local Preference policy defines a "Locally-Headquartered Business" as a local business with a *principal place of business* located in Miami-Dade County. A *principal place of business* is further defined as: "the nerve center or the center of overall direction, control, and coordination of activities of the bidder". It should be noted that the Locally-Headquartered Business preference only applies to competitive bids (goods/services/construction/design) and revenue-producing contracts.

The application of the Locally-Headquartered Business preference is summarized as follows:

- If the low bidder does not qualify as a local business, any and all responsive and responsible locally-headquartered businesses within 15 percent of the low bid shall have an opportunity to submit a best and final offer equal to or lower than the low bid.
- If the low bidder qualifies as a local business, any and all responsive and responsible locally-headquartered businesses within five percent of the low bid shall have an opportunity to submit a best and final offer equal to or lower than the low bid.

The Locally-Headquartered Preference must be considered at time of bid evaluation when Local Business preference is considered, as described above. It should be noted that the Locally-Headquartered Preference will apply prospectively to all new contracts, including small purchase orders, except where prohibited by federal or state law, or by funding source. The Locally-Headquartered Preference will also be incorporated upon renewal of existing pool contracts, if applicable, as part of the required terms and conditions of the contract.

Should you have any questions regarding local preference, please contact Miriam Singer, Assistant Director, Internal Services Department at (305) 375-5502.

**Attachment:**

Distribution List:

Honorable Harvey Ruyin, Clerk, Circuit and County Courts  
 Honorable Joel Brown, Chief Judge, Eleventh Judicial Circuit  
 Honorable Katherine Fernandez-Rundle, State Attorney  
 Honorable Carlos Martinez, Public Defender  
 Honorable Pedro Garcia, Property Appraiser  
 Office of the Mayor Senior Staff  
 Department Directors  
 Carlos Migoya, President & Chief Executive Officer  
 Joe Centorino, Executive Director, Commission on Ethics and Public Trust  
 Christopher Mazzella, Inspector General  
 John E. Dixon, Jr., Miami-Dade Economic Advisory Trust  
 Procurement Liaisons

Distribution List

Additional Preference for Locally Headquartered Businesses

Page 2

- c: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners
- R.A. Cuevas, Jr., County Attorney
- Miriam Singer, Assistant Director, Internal Services Department
- Charles Anderson, Commissioner Auditor

MEMORANDUM

Agenda Item No. 7(F)

TO: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

DATE: September 4, 2012


FROM: R. A. Cuevas, Jr.  
County Attorney

SUBJECT: Ordinance relating to local  
preference in the purchase of  
goods and services, creating  
additional preference for  
locally-headquartered  
businesses; providing  
definitions; amending Sec. 2-  
8.5 of the Code

Ordinance No. 12-67

The attached item was amended at the July 10, 2012 Internal Management and Fiscal Responsibility Committee to change references to the County Manager to "County Mayor".

The accompanying ordinance was prepared and placed on the agenda at the request of Co-Prime Sponsors Commissioner Jean Monestime and Commissioner Lynda Bell, and Co-Sponsors Commissioner Esteban L. Bovo, Jr., Vice Chairwoman Audrey M. Edmonson, Commissioner Barbara J. Jordan, Commissioner Dennis C. Moss and Commissioner Rebeca Sosa.

  
R. A. Cuevas, Jr.  
County Attorney

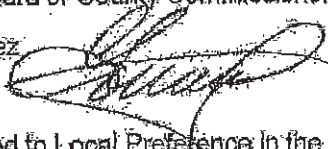
RAC/fls

# Memorandum



**Date:** September 4, 2012


**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Ordinance Related to Local Preference in the Purchase of Goods and Services

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The proposed ordinance amends Miami-Dade County's Local Preference policy to provide an opportunity for Locally-Headquartered businesses. This amendment would allow Locally-Headquartered businesses within fifteen percent of a non-Local vendor's lowest bid to participate in the best and final offer (BAFO) process. Similarly, if a Local vendor has the lowest bid and a Locally-Headquartered business is within five percent of the Local vendor's lowest bid, both entities may participate in the BAFO process. The application of this amendment may add more time to the competitive bid process. However, there may be a positive fiscal impact if the BAFO results in a lower pricing than the original bid offer.

  
Edward Marquez  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** September 4, 2012

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 7(F)

Ordinance 12-67

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's, 3/5's, unanimous) to approve
- Current information regarding funding sources, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 7(F)  
9-4-12

ORDINANCE NO. 12-67

ORDINANCE RELATED TO LOCAL PREFERENCE IN THE PURCHASE OF GOODS AND SERVICES, CREATING ADDITIONAL PREFERENCE FOR LOCALLY-HEADQUARTERED BUSINESSES; PROVIDING DEFINITIONS; AMENDING SECTION 2-8.5 OF THE CODE OF MIAMI-DADE COUNTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 2-8.5 of the Code of Miami-Dade County, Florida is hereby amended as follows:<sup>1</sup>

Sec. 2-8.5. Procedure to provide preference to local business in county contracts.

(1) *Definitions.*

- (a) *General services* means support services performed by an independent contractor requiring specialized knowledge, experience, or expertise that includes, but is not limited, to pest control, janitorial, laundry, catering, security, lawn maintenance and maintenance of equipment.
- (b) *Goods* includes, but is not limited to, supplies, equipment, materials and printed matter.
- (c) *Local business* means the vendor has a valid ~~business tax receipt~~ >>business tax receipt<< ~~occupational license~~ issued by Miami-Dade County, at least one year prior to bid or proposal submission ~~to do business within Miami-Dade County that authorizes the business to provide the goods, services or~~

<sup>1</sup> Words stricken through and/or ~~double bracketed~~ shall be deleted. Words underscored and/or ~~>>double arrowed<<~~ constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

construction to be purchased]], and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. >>Firms who provide goods or services which are exempt from Miami-Dade Business Tax Receipt requirements shall be required to submit documentation to the County's satisfaction demonstrating the physical business presence of the firm within the limits of Miami-Dade County for at least one year prior to bid or proposal submission. <<Post Office Boxes are not verifiable and shall not be<>e<<[[y]] used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to the retention and expansion of employment opportunities and the support and increase to the County's tax base. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the ~~[[Local Preference]]~~ status of its firm<>under this Section<< in a proposal or bid submitted to the County will lose the privilege to claim ~~[[local preference status]]>>any preference under this Section<< for a period of up to one year. The County ~~[[Manager]]>>Mayor<<, in his discretion, may also recommend that the firm be referred for debarment in accordance with Section 2-8.4.1 of the Code of Miami-Dade County.~~~~

- >>(d) Locally-Headquartered Business means a Local Business as defined in this Section which has a Principal Place of Business in Miami-Dade County.
- (e) Principal Place of Business means the nerve center or the center of overall direction, control, and coordination of the activities of the bidder. If the

<sup>2</sup> Committee amendments are indicated as follows: Words double stricken through and/or ~~[[double bracketed]]~~ are deleted, words double underlined and/or >>double arrowed<< are added.



bidder has only one business location, such business location shall be its principal place of business. <<

>>(E)<<[(e)] *Professional services* includes any services where the County is obtaining advice, instruction, or specialized work from an individual, firm, or corporation specifically qualified in a particular area.

- (2) *Preference in purchase of personal property, general services, professional services, the purchase of or contract for construction or renovation of public works or improvements, and in the purchase of personal property, general services or professional services by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection.*

Except where federal or state law, or any other funding source, mandates to the contrary, Miami-Dade County and its agencies and instrumentalities, including the Public Health Trust, [shall give] preference to local businesses in the following manner:

- (a) *Competitive bid.* ~~[[When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within ten percent of the price submitted by the non-local business, then that non-local business and each of the aforementioned local businesses shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.]] >>~~ In any competitive bid process where award, if any, is to be made to the responsive and responsible bidder offering the lowest bid (the "Low Bidder" and "Low Bid" respectively), the following shall apply:

1. If the Low Bidder is a not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within

ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

2. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
3. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid.
4. Ties in best and final bid shall be resolved in the following order of priority: Locally Headquartered Business, Local Business, other business.
5. If no best and final bid is required in accordance with the provisions above, award, if any, shall be made to the Low Bidder.

In revenue producing contracts, where award, if any, is to be made to the bidder returning the highest amount to the County, the same preferences set forth above shall be applied by reference to the highest bid.<<

- (b) Request for proposals, qualifications or other <<qualitative<< submittals and competitive negotiation and selection. If, following the completion of final rankings (technical and price combined, if applicable) by the selection committee, a non-local business is the highest ranked proposer, and the ranking of a local proposer is within five percent of the ranking obtained by the non-local proposer, then the highest ranked local proposer shall have the opportunity to proceed to

negotiations >>or advances to the next step in the solicitation process << with the County under the applicable sections of this Code.

- (c) Professional services procured pursuant to Section 287.055, Florida Statutes. The application of local preference to professional services procured pursuant to Section 287.055, Florida Statutes shall be in accordance with the process outlined in Section 2.10.4 of the Code of Miami-Dade County.

If >>following the application of the rules above<<, a tie occurs between two (2) or more local businesses, then contract award on the basis of best and final bids (paragraph (a) above), or the opportunity to proceed to negotiations >>or advances to the next step in the solicitation process<< (paragraph (b) above), shall be made to such local business having the greatest number of its employees that are Miami-Dade County residents.

(3) *Waiver of the application of local preference*

The application of Local Preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners. The application of Local Preference to a particular purchase or contract for which the County >>Mayor<<[[Manager]] is the awarding authority may be waived upon written recommendation of the Director of Procurement Management or successor and approval of the County >>Mayor<<[[Manager]].

(4) *Reserved.*

(5) *Comparison of qualifications.*

The preferences established herein in no way prohibit the right of the Board of County Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the County Commission from giving any other preference permitted by law instead of the preferences granted herein.

(6) *Reciprocity.*

In the event Broward, Palm Beach or Monroe County extends preferences to local businesses, Miami-Dade County may enter into an interlocal agreement with such County wherein the preferences of this section may be extended and made available to vendors that have a valid occupational license issued by Broward, Palm Beach or Monroe County to do business in that County that authorizes the vendor to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of that County. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Broward, Palm Beach or Monroe County, whichever is applicable, in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to that County's tax base. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded Broward, Palm Beach or Monroe County firms exceed the amount of preference that such County extends to Miami-Dade County firms competing for its contracts.

(7) *Exemption of certain contracts.*

The provisions of this section shall not apply, and no local preference shall be accorded hereunder, to prime County or Public Health Trust construction contracts whose estimated cost is five million dollars (\$5,000,000.00) or less which have been set aside for competition solely for CSBEs (Community Small Business Enterprises) under Section 10-33.02 of this Code.

(8) *Implementation by certain County agencies.*

Miami-Dade County agencies and instrumentalities with the independent power to contract, such as the Public Health Trust, shall adopt rules and procedures implementing this Section. For the purposes of such rules and procedures, where this section provides the Board of

County Commissioners with implementing authority, the Board of Trustees shall exercise such authority, and where this section provides the County ~~[[Manager]]~~ >>Mayor<< with authority, the President or Executive Director shall exercise such authority.

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any Sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

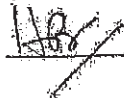
Section 4. This ordinance shall become effective within ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: September 6, 2012

Approved by County Attorney as  
to form and legal sufficiency:



Prepared by:



Hugo Benitez

Co-Prime Sponsors: Commissioner Jean Monestime  
Commissioner Lynda Bell  
Co-Sponsors: Commissioner Esteban L. Bovo, Jr.  
Vice Chairwoman Audrey M. Edmonson  
Commissioner Barbara J. Jordan  
Commissioner Dennis C. Moss  
Commissioner Rebeca Sosa



# MEMORANDUM

Agenda Item No. 7(G)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

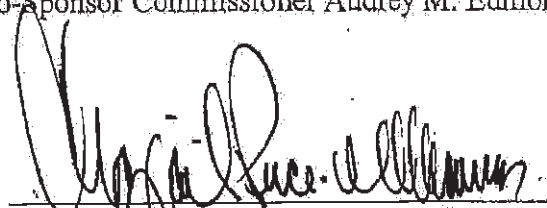
**DATE:** October 5, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Ordinance relating to preference for local businesses in County Contracting; amending section 2-8.5 of the Code; revising the definition of local business; requiring a local business to own or lease a local business location and show that, for at least one year prior to bid or proposal submission, such location served as the place of employment for at least one full time employee of the vendor; providing for investigation and enforcement and requiring vendor cooperation

This item was amended at the 9-14-16 Economic Prosperity Committee to: (1) allow a business owner to move from one address to another within Miami-Dade County and still be eligible for local preference as long as the business owner maintains the appropriate business licenses; (2) allow a business owner to meet the single employee requirement as long as the business owner is paid a reasonable salary; and (3) only require the administration to investigate businesses claiming local preference from a location zoned for residential uses when the contract award is for over \$500,000.00.

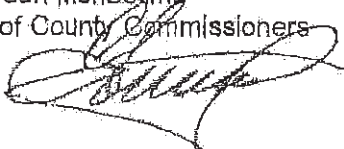
The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa and Co-Sponsor Commissioner Audrey M. Edmonson.

  
Abigail Price-Williams  
County Attorney

APW/smtz

# Memorandum



**Date:** October 5, 2016  
**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners  
**From:** Carlos A. Gimenez   
Mayor  
**Subject:** Ordinance Relating to Preference for Local Businesses in County Contracting, Amending  
Section 2-8.5 of the Code of Miami-Dade County Florida

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The proposed ordinance relating to preference for local businesses in County contracting amends Section 2-8.5 of the Code of Miami-Dade County and revises the definition of a local business by requiring a local business to own or lease a local business location for a period of at least one year prior to bid or proposal submission in order to qualify for the local business preference. Such location shall also serve as the place of employment for at least one full-time employee of the vendor for one continuous year. The proposed ordinance will allow the County, in its sole discretion, to investigate any claim that a vendor receiving the local business preference is not a local business and further requires the County to investigate a claim that a vendor receiving the local business preference is located in an area zoned for residential uses.

It is anticipated that the implementation of this ordinance will have no fiscal impact; however, such impact may change due to several variables related to the number of claims to be investigated and the amount of resources required to fully resolve claims under the proposed ordinance.

  
Edward Marquez  
Deputy Mayor

FL00516 101616

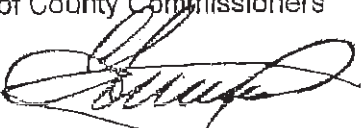


# Memorandum



**Date:** October 5, 2016

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

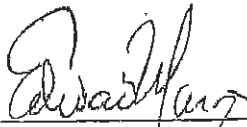
**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Social Equity Statement to Ordinance Amending Section 2-8.5 of the Code of Miami-Dade County, Florida; Revising the Definition of Local Business in County Contracting

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The proposed ordinance relating to preference for local businesses in County contracting amends Section 2-8.5 of the Code of Miami-Dade County and revises the definition of a local business by requiring a local business to own or lease a local business location for a period of at least one year prior to bid or proposal submission in order to qualify for the local business preference. Such location shall also serve as the place of employment for at least one full-time employee of the vendor for one continuous year. The proposed ordinance will allow the County, in its sole discretion, to investigate any claim that a vendor receiving the local business preference is not a local business and further requires the County to investigate a claim that a vendor receiving the local business preference is located in an area zoned for residential uses.

This amendment further clarifies the requirements for local business that are eligible for bid preferences in County contracts. There are no known social equity benefits or burdens that can be determined at this time.

  
Edward Marquez  
Deputy Mayor

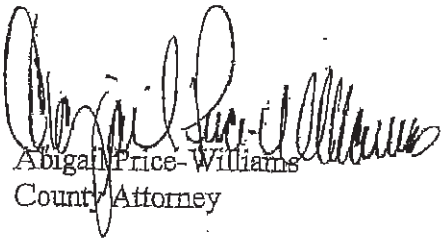


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 5, 2016

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 7(G)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 7(G)

10-5-16

ORDINANCE NO. \_\_\_\_\_

ORDINANCE RELATING TO PREFERENCE FOR LOCAL BUSINESSES IN COUNTY CONTRACTING; AMENDING SECTION 2-8.5 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; REVISING THE DEFINITION OF LOCAL BUSINESS; REQUIRING A LOCAL BUSINESS TO OWN OR LEASE A LOCAL BUSINESS LOCATION AND SHOW THAT, FOR AT LEAST ONE YEAR PRIOR TO BID OR PROPOSAL SUBMISSION, SUCH LOCATION SERVED AS THE PLACE OF EMPLOYMENT FOR AT LEAST ONE FULL TIME EMPLOYEE OF THE VENDOR; PROVIDING FOR INVESTIGATION AND ENFORCEMENT AND REQUIRING VENDOR COOPERATION; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

WHEREAS, Section 2-8.5 of the Miami-Dade County Code of Ordinances currently provides bidding preferences to both local businesses and locally headquartered businesses with certain specified ties to Miami-Dade County; and

WHEREAS, Miami-Dade County's local preference ordinance ensures that local tax dollars stay in our community to generate additional economic development and jobs; and

WHEREAS, ensuring vendors truly operate local businesses instead of merely possess a local address for the purpose of obtaining a bidding preference to which they are not entitled undermines the policy behind the local business preference; and

WHEREAS, enhancing the investigation and enforcement mechanism for ensuring claims that businesses are entitled to the local business preference will further promote the economic development and jobs in the local economy,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 2-8.5 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:<sup>1</sup>

**Sec. 2-8.5. - Procedure to provide preference to local business in county contracts.**

(1) Definitions.

\* \* \*

- (c) Local business means the vendor has a valid business tax receipt issued by Miami-Dade County at least one year prior to bid or proposal submission, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business >>("Local Business Location")<<>>The vendor must own or lease the Local Business Location and the address<< >>or another Local Business Location where the owner maintains the appropriate business permits,<<<sup>2</sup>>>must have served as the place of employment for at least one full time employee of the vendor for the continuous period of one year prior to the bid or proposal submission.<< >>The owner of the business may be used to meet with the one full time employee requirement provided that the owner was paid a salary by the business for the one year period prior to bid or proposal submission at the Local Business Location.<< Local Firms who provide goods or services which are exempt from Miami-Dade Business Tax Receipt requirements shall be required to submit documentation, to the County's satisfaction, demonstrating the physical business presence of the firm within the limits of Miami-Dade County for at least one year prior to bid or proposal submission. Post Office Boxes are not verifiable and shall

<sup>1</sup> Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

<sup>2</sup> Committee amendments are indicated as follows: Words double stricken through and/or [[double bracketed]] are deleted, words double underlined and/or >>double arrowed<< are added.

not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section.

>>The County may, in its sole discretion, investigate any claim that a vendor is not a local business and shall investigate any vendor that claims a Local Business Location located within an area zoned for residential uses<> for contracts whose award is valued at \$500,000.00 or more<>. The vendor shall, as a condition of award of a contract, and at any time after a contract is awarded, cooperate fully with any investigation which the County decides to conduct in connection with the vendor's claim to be a local business. The obligation to cooperate shall include, but not be limited to, the submittal to the County of any document supporting the vendor's claim to being a local business promptly upon request. Such documents shall constitute a public record and may not be submitted subject to any confidentiality or public record exemption. The County Mayor or County Mayor's designee shall provide information on any investigation conducted in any recommendation for award of a contract submitted to the Board of County Commissioner.<< A vendor who misrepresents the status of its firm under this Section in a proposal or bid submitted to the County will lose the privilege to claim any preference under this Section for a period of up to one year. The County Mayor, in his discretion, may also recommend that the firm be referred for debarment in accordance with Section 2-8.4.1 of the Code of Miami-Dade County.

\* \* \*

**Section 2.** If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

**Section 3.** It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

**Section 4.** This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

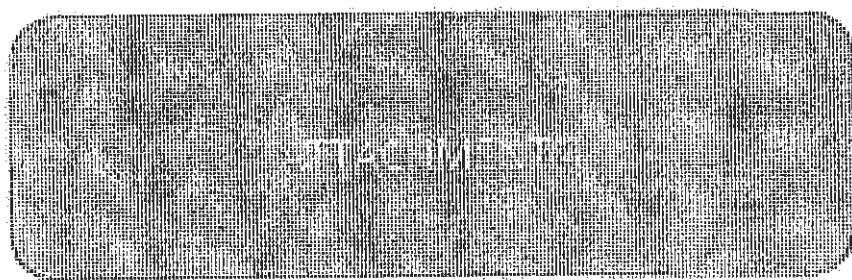
Approved by County Attorney as  
to form and legal sufficiency:

APW  
ORL

Prepared by:

Oren Rosenthal

Prime Sponsor: Commissioner Rebeca Sosa  
Co-Sponsor: Commissioner Audrey M. Edmonson



Sec. 2-10.4. - Acquisition of professional architectural, engineering, landscape architectural or land surveying and mapping services.

(1) Definitions.

- (a) "Professional services" shall mean 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.
- (b) The term "firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, landscape architectural or land surveying services.
- (c) The term "compensation" means the total amount paid for a particular professional service to a firm by Miami-Dade County.
- (d) The term "departments and agencies" means departments, instrumentalities or branches of County government.
- (e) The term "project" shall mean that fixed capital outlay study or planning activity described in the public notice of Miami-Dade County pursuant to Section 2-10.4(2). The County Mayor or County Mayor's designee shall prescribe by Implementing Order, subject to approval of the Board of County Commissioners, procedures for the determination of a project under its jurisdiction. Such procedures may include:
  - 1. Determination of a project which constitutes a grouping of minor construction, rehabilitation or renovation activities;
  - 2. Determination of a project which constitutes a grouping of substantially similar construction, rehabilitation or renovation activities.

All project grouping contracts shall be subject to the approval of the County Manager or his designated representative to ensure compatibility and compliance with the Equitable Distribution Program.

- (f) The term "continuing contract" shall mean a contract for professional services entered into in accordance with all the procedures of Chapter 287, Florida Statutes, as amended, and this section, as amended, between departments and agencies of Miami-Dade County and a firm whereby the firm provides continuing professional services to Miami-Dade County for separate project assignments in which construction costs do not exceed the limit established by Chapter 287.055, Florida Statutes, as amended, or for separate study activities in which the fee for professional services does not exceed the limit established by Chapter 287.055, Florida Statutes, as amended, work of a specified nature as outlined in the contract required by Miami-Dade County with no time limitation except that the contract shall provide a termination clause. Firms seeking to provide professional services under continuing contracts for separate project assignments projects in which construction costs do not exceed the limit established by Section 287.055, Florida Statutes, as amended, or for separate study activities in which the fee for professional services does not exceed the limit established by Section 287.055, Florida Statutes, as amended, may be engaged and assigned work through means of an Equitable Distribution Pool established as provided in the Implementing Order which implements this Section.
- (g) The term "design-build contract" shall mean a single contract for the design and construction of a public construction project.
- (h) The term "value-analysis" means an organized approach to optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required function.



- (i) The term "life-cycle costing" means that process whereby all the expenses associated with the operation, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- (2) Public announcement. The County Mayor or County Mayor's designee shall publicly announce as required by Section 287.055, Florida Statutes, as amended, each occasion when professional services are required as specified in the Implementing Order which implements this Section. Such announcement shall be made by publishing the same in a newspaper of general circulation setting forth a general description of the project or projects requiring professional services, the type of services, and prescribing the procedure to be followed by any firm wishing to be employed to perform such services. The public announcement shall be made in the manner provided by law and as specified in the Implementing Order which implements this Section.
- (3) Submission of qualifications. The County Mayor or County Mayor's designee shall encourage firms engaged in the lawful practice of their profession who desire to provide professional services to the County to submit on or before January 1, 1977, and annually on that date thereafter, a statement of qualifications. Such statements shall be on a form provided by the County Mayor or County Mayor's designee who also may require additional information, and which shall be kept on file with the Clerk of the Board.
- (4) Certification committee; guidelines.
  - (a) The County Mayor or County Mayor's designee shall appoint a certification committee consisting of not less than three (3) members, all of whom shall be professionals in the field of endeavor or practice involved. The duty of such certification committee shall be to review the statement of qualifications submitted by each firm requesting certification and to ascertain whether the firm is fully qualified to render the required services according to law and the regulations which the County Mayor or County Mayor's designee shall cause to be prepared. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, and experience record of the firm. The committee may accept certification of the firm by the State of Florida Department of Transportation or the State of Florida Department of General Services as prima facie evidence of such qualification; provided, no changes in technical and professional personnel have occurred that may affect the firm's qualifications since the date of State certification.
  - (b) Certification shall specify the particular category of professional work in which the firm is found qualified. The certification committee shall evaluate the experience of each certified firm that seeks to render professional services and shall make that evaluation part of the permanent record to be considered then and whenever the firm is again in consideration.
  - (c) Amendments to qualification statements and data shall be submitted to the County by firms immediately after any changes in technical or professional personnel that may affect the firm's qualifications or capabilities. Upon receipt of any such amendment the certification committee shall again review the qualifications of the firm to ascertain whether the firm is still qualified. If it is found not to be qualified, the committee shall revoke the certification for the particular category of service for which the firm had been previously certified.
- (5) Competitive selection committees for publicly announced projects or planning or study activities which are not provided under continuing contracts.
  - (a) For each project or planning or study activity required to be publicly announced under subsection (2) of this Section, the County Mayor or County Mayor's designee shall appoint a competitive selection committee as set forth in the Administrative Order which implements this section.
  - (b) For each such project, the competitive selection committee shall evaluate current statements of qualifications and performance data on each firm which has requested consideration for that project and shall select several of the candidate firms based on their qualifications, approach to the project and the ability to furnish the required services, in the manner more particularly identified in the Administrative Order which implements this Section. The competitive selection committee shall then identify, after a properly noticed public hearing, at which public hearing each of the several selected candidate firms shall be given reasonable time to make their

presentations, no less than three (3) firms, in order of preference, found to be the most highly qualified to perform the required services. If less than three (3) firms are found most highly qualified then each such firm, in order of preference, shall be identified.

- (c) The competitive selection committee shall report its findings, together with supporting data, to the County Mayor or County Mayor's designee and shall file a copy of its findings with the Clerk of the Board of County Commissioners.
- (d) The County Manager shall select no less than three (3) firms, in the order of preference (provided that at least three (3) firms are identified in accordance with subsection (b) above) by the competitive selection committee to be the most highly qualified to perform the required services. The competitive selection committee shall rank the firms in the order of their competence and qualification after considering such factors as the ability of professional personnel, past performance, willingness to meet time and budget requirements, locations of the firms, the recent, current, and projected workloads of the firms, and the volume of work previously awarded to the firm by the agency with the object of effecting an equitable distribution of contracts among qualified firms. The competitive selection committee shall score the firms based on a qualitative evaluation of the selection criteria (the "Qualitative Score") but shall base its recommended ranking on the aggregate ranking provided by members of the selection committee (the "Ordinal Score") all as more particularly described in the Implementing Order. The competitive selection committee shall report to the County Mayor or the County Mayor's designee, the recommended ranking of the firms including both Qualitative Scores and Ordinal Scores. The competitive selection committee shall report no fewer than three (3) firms determined to be the most highly qualified, provided at least three (3) qualified firms have responded to the solicitation.

Following the review of the selection committee's report, the County Mayor or County Mayor's designee shall determine the final ranking of firms in the order of competence and qualification upon application of the criteria set forth in subsection (d) above and the local preference considerations set forth in subsection (e) below. The County Mayor or County Mayor's designee shall at all times abide by the principle of selection of the most highly qualified firms. The County Mayor or County Mayor's designee shall file the names of the firms he selects together with his order of preference with the Clerk of the Board of County Commissioners. The County shall then negotiate a contract in accordance with the procedures set forth hereafter.

- (e) If two firms, one local and one nonlocal are within five (5) percent of each other's total Qualitative Scores, and for design build solicitations, the adjusted low bid, as defined in the corresponding Implementing Order, the local firm shall be ranked higher than the nonlocal firm in the final ranking of the County Mayor or Mayor's designee made in accordance with this subsection. In case of a two-tiered evaluation process, the local preference shall also apply at the conclusion of the first tier to allow eligible local proposers within five percent of the points assigned to those recommended to participate in the second tier evaluation. For purposes of this subsection, the term local firm shall have the same meaning as local business in Section 2-8.5 of this Code.
  - (f) The provisions of this subsection shall not apply to continuing contracts.
- (6) Competitive negotiations.
- (a) The County Mayor or County Mayor's designee shall appoint a negotiation committee who shall attempt to negotiate a professional services contract for each project or planning or study activity required to be publicly announced under subsection (2) of this Section with the firm which he has ranked first for a compensation which the negotiation committee has determined to be fair, competitive, and reasonable. In arriving at a compensation figure the negotiation committee shall conduct a detailed analysis of the cost of the professional services required, and shall give full consideration to the extent and complexity of the services required. For all lump sum or cost plus a fixed fee contracts in which the fee will exceed fifty thousand dollars (\$50,000.00), the County will require the firm receiving the award to execute a truth-in-negotiation certificate as required by Chapter 287, Florida Statutes.

- (b) Should the negotiation committee be unable to negotiate a satisfactory contract with the firm that has ranked first at a price which the negotiation committee believes to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated. The negotiation committee shall then undertake negotiations with the firm which the County Mayor or County Mayor's designee ranked second. Failing accord with this firm, such negotiations shall terminate, and negotiators shall then undertake negotiations with the firm ranked third by the County Mayor or County Mayor's designee.
  - (c) Should the negotiation committee be unable to negotiate a satisfactory contract with any of the selected firms, additional firms shall be selected in accordance with the procedure set forth herein. Negotiations shall continue in accordance with this section until an agreement is reached. The negotiated agreement shall be presented to the Board of County Commissioners for approval.
- (7) Prohibition against contingent fees. Each contract for professional services shall contain a prohibition against contingent fees, as required by Chapter 287, Florida Statutes. For the breach or violation of this provision the County Commission may terminate the agreement without liability or, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- (8) Miscellaneous provisions and exceptions.
- (a) Nothing herein shall affect the validity or effect of any contracts in existence at the effective date hereof.
  - (b) The procedures of this Section shall not apply:
    - (i) When the County Mayor is of the opinion and certifies that a valid public emergency exists.
    - (ii) To continuing contracts as defined herein.
    - (iii) To projects in which the County is able to reuse existing plans from a prior project, provided, however, subsequent to July 1, 1975, public notice for any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse in accordance with the provisions of this subsection.
  - (c) Miami-Dade County agencies and instrumentalities with the independent power to contract, such as the Public Health Trust, shall adopt rules and procedures implementing this Section. For the purposes of such rules and procedures, where this section provides the Board of County Commissioners with implementing authority, the Board of Trustees shall exercise such authority, and where this section provides the County Mayor with authority, the President or Executive Director shall exercise such authority.
- (9) Design-build contracts. Selection of firms to perform design-build contracts shall be in accordance with the procedures set forth in the Implementing Order which implements this Section.
- (10) Implementing Order. The provisions of this Section shall be implemented by an Implementing Order approved by the Board of County Commissioners.
- (11) Value analysis. Whenever the County purchases design services for certain public facilities and improvements which exceed the thresholds set by Administrative Order promulgated by the County Mayor and approved by County Commission, the following value analysis shall be performed by a firm or entity separate from the design firm and shall be included as part of the overall design costs for such facilities or improvements:
- (a) Gathering and tabulating information concerning the facility as designed, in order to understand the specific use or function requirements of the items under study.
  - (b) Developing alternative recommendations that fulfill the facility's basic function(s).
  - (c) Evaluating, critiquing, and ranking feasible alternatives developed in (b) above. An estimated dollar value shall be applied to all feasible alternatives and a determination made of the alternatives that offer the greatest potential for savings.
  - (d) Selecting only the best alternatives and developing firm information and cost estimates on them.

- (e) Presenting the written value analysis study, which incorporates the best alternatives, to County staff for approval at stages identified in the professional services agreement.
  - (f) Providing assistance and recommendation in incorporating the selected alternatives into the project. The costs considered in the value analysis shall include initial construction costs. At the election of the County department, and as indicated in the professional service agreement, the costs may include both initial and continuing costs. Where continuing costs are analyzed, the value analysis shall include life cycle costing.
  - (g) Providing value analysis services, upon request of the County department, for additional or changed work required after award to the contractor.
- (12) Community Business Enterprise Program. The provisions of this section shall be applied in accordance with Section 2-10.4.01.

(Ord. No. 76-42, § 1, 5-4-76; Ord. No. 76-111, §§ 1, 2, 12-21-76; Ord. No. 82-37, §§ 2, 3, 5-4-82; Ord. No. 93-03, § 1, 1-26-93; Ord. No. 94-73, § 1, 5-5-94; Ord. No. 94-94, § 3, 5-17-94; Ord. No. 94-95, § 3, 5-17-94; Ord. No. 94-96, § 3, 5-17-94; Ord. No. 97-172, § 1, 10-7-97; Ord. No. 01-103, § 2, 6-5-01; Ord. No. 01-105, § 1, 6-5-01; Ord. No. 02-38, § 1, 2-26-02; Ord. No. 04-121, § 1, 6-8-04; Ord. No. 06-62, § 1, 5-9-06; Ord. No. 10-23, § 1, 4-6-10)

**State Law reference**— Consultant's Competitive Negotiation Act, F.S. § 287.055.



ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING SECTION 2-10.4 OF THE CODE OF MIAMI-DADE COUNTY PERTAINING TO THE ACQUISITION OF PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURE, LAND SURVEYING AND MAPPING SERVICES, AND OTHER PROJECT DELIVERY METHODS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

>>WHEREAS, Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act ("CCNA") governs the selection by agencies throughout the State, including Miami-Dade County, of professional architectural, engineering, landscape architectural and land surveying services; and

WHEREAS, this Board has adopted Section 2-10.4 of the Code to implement the CCNA and to give effect to its provisions within Miami-Dade County; and

WHEREAS, the recommended modifications to the current process are the result of considerable experience in the management of professional services and the ongoing dialogue with the related industry; and

WHEREAS, significant benefit to the selection process will be attained by such modifications,<<

**NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:**

**Section 1.** Section 2-10.4 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:<sup>1</sup>

- (a) >>The term<< "[~~Professional~~]" >>professional<< services" shall mean those services within [~~the scope of~~] the practice of architecture, professional engineering, landscape architecture, >>or<< registered

<sup>1</sup> Words stricken through and/or [~~double bracketed~~] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

~~[[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.

(b) The term "firm" means any individual, firm, partnership, corporation, association, or other legal entity ~~[[permitted by law to practice architecture, engineering, landscape architectural or land surveying services]].~~ >>Term is synonymous with "Consultant". <<

(c) The term "compensation" means ~~[[the total amount]]~~ >>monies<< paid >>to an entity<< for ~~[[a particular professional service to a firm by]]~~ >>services rendered to<< Miami-Dade County.

(e) ~~[[The term "project" shall mean that fixed capital outlay study or planning activity described in the public notice of Miami-Dade County pursuant to Section 2-10.4(2). The County Mayor or County Mayor's designee shall prescribe by Implementing Order, subject to approval of the Board of County Commissioners, procedures for the determination of a project under its jurisdiction. Such procedures may include:~~

- ~~1. Determination of a project which constitutes a grouping of minor construction, rehabilitation or renovation activities;~~
- ~~2. Determination of a project which constitutes a grouping of substantially similar construction, rehabilitation or renovation activities.~~

~~All project grouping contracts shall be subject to the approval of the County Manager or his designated representative to ensure compatibility and compliance with the Equitable Distribution Program.]~~

>>The term "project" shall mean that fixed capital outlay study or planning activity described in the public notice of Miami-Dade County pursuant to Section 2-10.4(2). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities. <<

(f) The term "continuing contract" shall mean a contract for professional services ~~[[entered into in accordance with all the procedures of Chapter 287, Florida Statutes, as amended, and this section, as amended, between departments and agencies of Miami-Dade County and a firm whereby the firm provides continuing professional services to Miami-Dade County for separate project assignments in which construction costs do not exceed the limit established by Chapter 287.055, Florida Statutes, as amended, or for separate study activities~~

~~in which the fee for professional services does not exceed the limit established by Chapter 287.055, Florida Statutes, as amended, work of a specified nature as outlined in the contract required by Miami Dade County with no time limitation except that the contract shall provide a termination clause. Firms seeking to provide professional services under continuing contracts for separate project assignments projects in which construction costs do not exceed the limit established by Section 287.055, Florida Statutes, as amended, or for separate study activities in which the fee for professional services does not exceed the limit established by Section 287.055, Florida Statutes, as amended,]]~~ >>entered into accordance with all the procedures of the Consultants' Competitive Negotiation Act, as defined in Florida Statutes, as amended and<< may be engaged and assigned work through means of an Equitable Distribution Pool established as provided in the Implementing Order which implements this Section.

- (h) ~~[[The term "value analysis" means an organized approach to optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required function.]]~~
- (i) ~~[[The term "life cycle costing" means that process whereby all the expenses associated with the operation, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.]]~~

**Section 2.**

Section 2-10.4(3) is hereby amended to read as follows:

- (3) Submission of qualifications. ~~[[The County Mayor or County Mayor's designee shall encourage firms engaged in the lawful practice of their profession who desire to provide professional services to the County to submit on or before January 1, 1977, and annually on that date thereafter, a statement of qualifications. Such statements shall be on a form provided by the County Mayor or County Mayor's designee who also may require additional information, and which shall be kept on file with the Clerk of the Board.]]~~ >>Firms desiring to provide professional services to the County shall be technically certified and pre-qualified by the County. <<

**Section 3.**

Section 2-10.4(4) is hereby amended to read as follows:

- (a) The County Mayor or County Mayor's designee shall appoint a >>technical<< certification committee consisting of not less than three (3) members, all of whom shall be professionals in the field of endeavor or practice involved. The duty of such >>technical<<



certification committee shall be to review ~~[[the statement of]]~~ qualifications submitted by each firm requesting certification and to ascertain whether the firm is fully qualified to render the required services according to law and the regulations which the County Mayor or County Mayor's designee shall cause to be prepared. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, and experience record of the firm. ~~[[The committee may accept certification of the firm by the State of Florida Department of Transportation or the State of Florida Department of General Services as prima facie evidence of such qualification; provided, no changes in technical and professional personnel have occurred that may affect the firm's qualifications since the date of State certification.]]~~

- (b) Certification shall specify the particular category of professional work in which the firm is found qualified. The ~~technical~~ certification committee shall evaluate the experience of each ~~[[certified]]~~ firm that seeks to render professional services and shall make that evaluation part of the ~~[[permanent]]~~ firm's certification record ~~[[to be considered then and whenever the firm is again in consideration]]~~.
- (c) ~~[[Amendments to qualification statements and data shall be submitted to the County by firms]]~~ Firms are required to notify the County immediately ~~[[after]]~~ of any changes in ~~its~~ technical or professional personnel ~~[[that]]~~ which may affect the firm's qualifications or capabilities. Upon receipt of ~~[[any]]~~ such ~~[[amendment]]~~ notification the ~~technical~~ certification committee shall ~~[[again]]~~ review the qualifications of the firm to ascertain whether the firm is still qualified. If ~~the firm~~ it is found not to be qualified, the technical certification committee shall revoke the certification for the particular technical category of service for which the firm had been previously certified.

Section 4. Section 2-10.4(5) is hereby amended to read as follows:

- (a) For each project or planning or study activity required to be publicly announced under subsection (2) of this Section, the County Mayor or County Mayor's designee shall appoint a competitive selection committee as set forth in the ~~[[Administrative Order]]~~ Implementing Order which outlines procedures for ~~[[implements]]~~ this section.
- (b) For each such project, the competitive selection committee shall evaluate ~~[[current statements of]]~~ qualifications and performance data ~~[[on]]~~ for each firm ~~[[which has requested consideration for that~~

~~project and shall select several of the candidate firms based on their qualifications, approach to the project and the ability to furnish the required services, in the manner more particularly identified in the Administrative Order]] >> based upon the evaluation criteria as set forth in the Implementing Order<< which implements this Section. [[The competitive selection committee shall then identify, after a properly noticed public hearing, at which public hearing each of the several selected candidate firms shall be given reasonable time to make their presentations, no less than three (3) firms, in order of preference, found to be the most highly qualified to perform the required services. If less than three (3) firms are found most highly qualified then each such firm, in order of preference, shall be identified.]]~~

- (d) The ~~[[County Manager]]~~ >> County Mayor or County Mayor's designee<< shall select no less than three (3) firms, in the order of preference ~~[[provided that at least three (3) firms are identified in accordance with subsection (b) above]]~~ >> (provided no fewer than three (3) firms have responded to the solicitation) << by the competitive selection committee to be the most highly qualified to perform the required services. The competitive selection committee shall rank the firms in the order of their competence and qualification after considering such factors as the ability of professional personnel, past performance, willingness to meet time and budget requirements, locations of the firms, the recent, current, and projected workloads of the firms, and the volume of work previously awarded >>and paid<< to the firm by the ~~[[agency]]~~ >> County<< ~~[[with the object of effecting an equitable distribution of contracts among qualified firms]].~~ The competitive selection committee shall score the firms based on a qualitative evaluation of the selection criteria ~~[[the "Qualitative Score") but shall base its recommended ranking on the aggregate ranking provided by members of the selection committee (the "Ordinal Score") all as more particularly described in the Implementing Order. The competitive selection committee]]~~ >>and<< shall report to the County Mayor or the County Mayor's designee the recommended ranking of the firms ~~[[including both Qualitative Scores and Ordinal Scores]].~~ The competitive selection committee shall report no fewer than three (3) firms determined to be the most highly qualified, provided ~~[[at least three (3) qualified]]~~ >>no fewer than three (3)<< firms have responded to the solicitation.

Following the review of the selection committee's report, the County Mayor or County Mayor's designee shall determine the final ranking of firms in the order of competence and qualification upon application of the criteria set forth in subsection (d) above >>, local certified veterans business enterprise preference in accordance with Section 2-8.5.1 of this Code, << and the local preference considerations set forth in

subsection (e) below. The County Mayor or County Mayor's designee shall ~~at all times~~, ~~abide by the principle of selection of~~ ~~select~~ the most highly qualified ~~firm(s)~~ ~~firm(s)~~. The County Mayor or County Mayor's designee shall file the names of the firms ~~he~~ ~~he/she~~ selects together with ~~his~~ ~~the~~ order of preference with the Clerk of the Board of County Commissioners. The County shall then negotiate a contract in accordance with the procedures set forth hereafter.

- (e) If two firms, one local and one non~~local~~, ~~are~~ within five (5) percent of each other's total ~~Qualitative Scores~~ ~~adjusted qualitative points for professional services and Step 1 design build solicitations~~, and ~~for Step 2~~ ~~design build solicitations~~, the adjusted low bid, as defined in the corresponding Implementing Order, the local firm shall be ranked higher than the nonlocal firm in the final ranking of the County Mayor or Mayor's designee made in accordance with this subsection. In case of a two-tiered evaluation process, the local preference shall also apply at the conclusion of the first tier ~~or Step 1~~ to allow eligible local proposers within five percent of the ~~points~~ ~~total adjusted qualitative points~~ assigned to those recommended to participate in the second tier ~~or Step 2~~ evaluation. For purposes of this subsection, the term local firm shall have the same meaning as local business in Section 2-8.5 of this Code.

**Section 5.**

Section 2-10.4(6) is hereby amended to read as follows:

- (a) The County Mayor or County Mayor's designee shall appoint a negotiation committee who shall attempt to negotiate a professional services ~~contract~~ ~~agreement~~ for each project or planning or study activity required to be publicly announced under subsection (2) of this Section with the firm which ~~he~~ has ~~been~~ ranked first for a compensation which the negotiation committee has determined to be fair, competitive, and reasonable. In arriving at a compensation figure~~,~~ ~~the negotiation committee shall conduct a detailed analysis of the cost of the professional services required, and shall give full consideration to the extent and complexity of the services required. For all lump sum~~ ~~or cost plus a fixed fee~~ ~~cost-plus-a-fixed-fee~~ contracts in which the fee will exceed fifty thousand dollars ~~(\$50,000.00)~~, the County will require the firm receiving the award to execute a truth-in-negotiation certificate as required by ~~Chapter 287,~~ ~~Section 287.055, Florida Statutes.~~
- (c) ~~Should the negotiation committee be unable to negotiate a satisfactory contract with any of the selected firms, additional firms shall be selected in accordance with the procedure set forth herein. The~~

negotiated agreement shall be presented to the Board of County Commissioners for approval >>and/or the County Mayor or County Mayor's designee based on delegation of authority. Should negotiations fail with any of the selected firms, the County Mayor or County Mayor's designee may reject all proposals. <<

>>For selections governed by Section 287.055, Florida Statutes and this Section of the Code, the County Mayor or County Mayor's designee is hereby delegated the authority for contract awards valued up to \$5 million, modifications valued up to twenty percent of the original contract value, and rejections of all values.<<

**Section 6.** Section 2-10.4(7) is hereby amended to read as follows:

- (7) *Prohibition against contingent fees.* Each contract for professional services shall contain a prohibition against contingent fees, as required by ~~[[Chapter 287,]]~~ >>Section 287.055, << Florida Statutes. For the breach or violation of this provision>>, << the County Commission may terminate the agreement without liability or, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**Section 7.** Section 2-10.4(11) is hereby amended to read as follows:

~~[(11) Value analysis. Whenever the County purchases design services for certain public facilities and improvements which exceed the thresholds set by Administrative Order promulgated by the County Mayor and approved by County Commission, the following value analysis shall be performed by a firm or entity separate from the design firm and shall be included as part of the overall design costs for such facilities or improvements:~~

- ~~(a) Gathering and tabulating information concerning the facility as designed, in order to understand the specific use or function requirements of the items under study.~~
- ~~(b) Developing alternative recommendations that fulfill the facility's basic function(s).~~
- ~~(c) Evaluating, critiquing, and ranking feasible alternatives developed in (b) above. An estimated dollar value shall be applied to all feasible alternatives and a determination made of the alternatives that offer the greatest potential for savings.~~
- ~~(d) Selecting only the best alternatives and developing firm information and cost estimates on them.~~
- ~~(e) Presenting the written value analysis study, which incorporates the best alternatives, to County staff for approval at stages identified in the professional services agreement.~~

- (f) ~~Providing assistance and recommendation in incorporating the selected alternatives into the project. The costs considered in the value analysis shall include initial construction costs. At the election of the County department, and as indicated in the professional service agreement, the costs may include both initial and continuing costs. Where continuing costs are analyzed, the value analysis shall include life cycle costing.~~
- (g) ~~Providing value analysis services, upon request of the County department, for additional or changed work required after award to the contractor.]]~~

**Section 8.** Section 2-10.4(12) is hereby amended to read as follows:

- (12) ~~[[Community Business Enterprise Program]]~~>>Small Business Enterprise Architecture & Engineering Program<<. The provisions of this section shall be applied in accordance with Section 2-10.4.01.

**Section 9.** If any section, subsection, sentence, or clause of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

**Section 10.** It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any Sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

**Section 11.** This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as  
to form and legal sufficiency: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Hugo Benitez



**DRAFT**

**NOT APPROVED**

**MEMORANDUM**

SPAGO  
Agenda Item No. 1(G)1

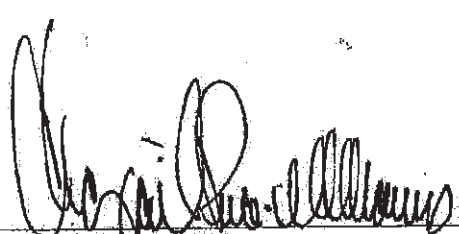
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** February 9, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Ordinance amending section  
2-10.4 of the Code relating to  
acquisition of professional  
architectural, engineering,  
landscape architectural or land  
surveying and mapping services  
to include a locally  
headquartered preference

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairman Esteban L. Bovo, Jr., and Co-Sponsors Commissioner Daniella Levine Cava, Commissioner Jose "Pepe" Diaz, Commissioner Audrey M. Edmonson, Commissioner Barbara J. Jordan, Commissioner Dennis C. Moss and Commissioner Rebeca Sosa.

  
\_\_\_\_\_  
Abigail Price-Williams  
County Attorney

APW/lmp

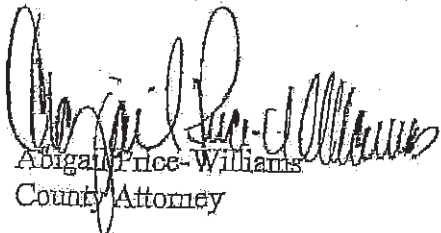


# MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM:   
Abigail Price-Williams  
County Attorney

SUBJECT: Agenda Item No. 4(A)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required



# Memorandum



**Date:**

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is fluid and cursive, written over the printed name.

**Subject:** Fiscal Impact for Ordinance amending Section 2-10.4 of the Code of Miami-Dade County Relating to Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services to include a Locally Headquartered Preference

The proposed ordinance amends the existing Code relating to the acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services to include a Locally Headquartered Preference. The application of Locally Headquartered Preference may result in a change to the order of the final ranking of the firms and the potential for increased pricing.

For Architectural and Engineering (A/E) design proposals, the price/fees are not scored, but are considered only at the time of contract negotiation with the successful firm. Therefore, the fiscal impact resulting from this change, if any, can only be determined on a contract by contract basis.

For design/build procurements, the change may result in a locally headquartered bidder being ranked higher than a non-locally headquartered bidder with a lower priced offer. The fiscal impact resulting from this change may be significant, but can only be quantified on a contract by contract basis.

A handwritten signature in black ink, appearing to read "Edward Marquez". The signature is fluid and cursive, written over the printed name.

---

Edward Marquez  
Deputy Mayor

File 02516 153018

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 4(A)  
1-20-16

ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING SECTION 2-10.4 OF THE CODE OF MIAMI-DADE COUNTY RELATING TO ACQUISITION OF PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL OR LAND SURVEYING AND MAPPING SERVICES TO INCLUDE A LOCALLY HEADQUARTERED PREFERENCE; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:**

Section 1. Section 2-10.4 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:<sup>1</sup>

**Sec. 2-10.4.** - Acquisition of professional architectural, engineering, landscape architectural or land surveying and mapping services.

\* \* \*

(5) Competitive selection committees for publicly announced projects or planning or study activities which are not provided under continuing contracts.

\* \* \*

(e) If two firms, one local and one nonlocal are within five (5) percent of each other's total Qualitative Scores, and for design build solicitations, the adjusted low bid, as defined in the corresponding Implementing Order, the local firm shall be ranked higher than the nonlocal firm in the final ranking of the County Mayor or Mayor's designee made in accordance with this subsection. >>if two local

<sup>1</sup> Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

firms, one locally headquartered and one not locally headquartered, are within five (5) percent of each other's total Qualitative Scores, and for design build solicitations, the adjusted low bid, as defined in the corresponding Implementing Order, the locally headquartered firm shall be ranked higher than the not locally headquartered firm in the final ranking of the County Mayor or Mayor's designee made in accordance with this subsection. If two firms, one locally headquartered and one nonlocal are within ten (10) percent of each other's total Qualitative Scores, and for design build solicitations, the adjusted low bid, as defined in the corresponding Implementing Order, the locally headquartered firm shall be ranked higher than the nonlocal firm in the final ranking of the County Mayor or Mayor's designee made in accordance with this subsection.<< In case of a two-tiered evaluation process, the local preference >>and locally headquartered preference<< shall also apply at the conclusion of the first tier to allow eligible local >>and locally headquartered<< proposers within five >>or ten<< percent of the points assigned >>, as set forth above,<< to those >>firms<< recommended to participate in the second tier evaluation. >>This local preference and locally headquartered preference shall be applied after the ordinal ranking of the firms to determine the final ranking of selection.<< For purposes of this subsection, the term local firm shall have the same meaning as ~~[[local business]]~~ >>Local Business and Locally Headquartered Business shall have the same meaning as Locally Headquartered Business as set forth<< in Section 2-8.5 of this Code.

\* \* \*

**Section 2.** If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

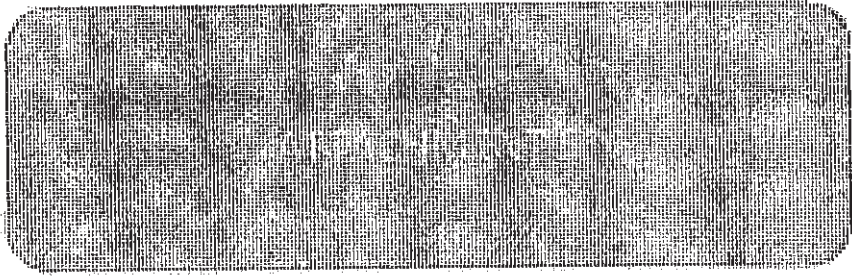
Approved by County Attorney as  
to form and legal sufficiency:

Prepared by:

Oren Rosenthal

APW  
OR

Prime Sponsor: Vice Chairman Esteban L. Bovo, Jr.  
Co-Sponsors: Commissioner Daniella Levine Cava  
Commissioner Jose "Pepe" Diaz  
Commissioner Audrey M. Edmonson  
Commissioner Barbara J. Jordan  
Commissioner Dennis C. Moss  
Commissioner Rebeca Sosa



## Implementing Order

MIAMI-DADE

**Implementing Order No.:** IO 3-32

**Title:** COMMUNITY BUSINESS ENTERPRISE (CBE-A/E) PROGRAM FOR THE PURCHASE OF PROFESSIONAL ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR SURVEYING AND MAPPING SERVICES

**Ordered:** 5/3/2011

**Effective:** 5/13/2011

### **AUTHORITY:**

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter; Sections 2-10.4.01, and 10-38 of the Code of Miami-Dade County.

### **SUPERSEDES:**

This Implementing Order supersedes previous Administrative Order 3-32, ordered November 30, 2004 and effective December 10, 2004.

### **POLICY:**

- A. It is the policy of Miami-Dade County that not less than 10% of the County's total annual expenditures of all project specific contracts for professional architectural, landscape architectural, engineering, and surveying and mapping services, shall be expended with CBE-A/Es certified under the CBE-A/E ordinance.
- B. Except where federal or state laws or regulations mandate to the contrary, this Implementing Order applies to all project specific awards, and multiple project contracts as mandated in the CBE-A/E ordinance.
- C. **APPLICABILITY TO THE PUBLIC HEALTH TRUST:**  
The application of contract measures to professional architectural, landscape architectural, engineering, or surveying and mapping services purchased by the Public Health Trust shall be governed by this Implementing Order.

### **I. DEFINITIONS**

This Implementing Order incorporates completely the definitions listed in the CBE-A/E Ordinance. Those definitions, as well as additional terms necessary for the understanding of this Implementing Order, are listed below:

A. "Agreement" means an agreement proposed by the County, or Public Health Trust staff, or approved by the County Commission or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.

B. "Available" or "Availability" means to have, prior to proposal submission, the ability to provide professional services under an agreement or sub consultant agreement by having:

reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.

C. "Bonding Assistance" may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.

D. "Business Day" means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.

E. "Calendar Day" means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.

F. "Commercially Useful Function" means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:

the evaluation of the amount of work contracted to subconsultants; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.

G. "Community Business Enterprise (CBE-A/E)" means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has an actual place of

business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million (\$2,000,000) dollars for Tier 1 CBE-A/Es, four million five hundred thousand (\$4,500,000) dollars for Tier 2 CBE-A/Es in the case of architectural services, or six million (\$6,000,000) dollars for Tier 2 CBE-A/Es in the case of landscape architectural, engineering or surveying and mapping services. A CBE-A/E will graduate out of the Program once it has exceeded these Tier 2 size limits based on its three year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical certification categories the CBE-A/E will be placed in. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Section II E. Representations as to gross revenues shall be subject to audit. The Contracting Participation Levels are as follows:

- i. Tier 1 CBE-A/Es in the case of architectural, landscape architectural, engineering, or surveying and mapping professional services – 3 year average annual gross revenues of \$0 to \$2,000,000.
- ii. Tier 2 CBE-A/Es in the case of architectural services – 3 year average annual gross revenues of \$2,000,001 to \$4,500,000.
- iii. Tier 2 CBEA/Es in the case of landscape architectural services, engineering, or surveying and mapping professional services – 3 year average annual gross revenues of \$2,000,001 to \$6,000,000

The County Mayor or designee shall be authorized to adjust the CBE-A/E size limits every five (5) years based on the Consumer Price Index calculated by the U.S. Department of Commerce as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using the Consumer Price Index figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

- H. "Construction" means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.
- I. "Continuing Contract" shall have the definition provided at Sec. 2-10.4(1)(f), Code of Miami-Dade County.



J. "CBE-AE Program" is the Community Business Enterprise Program for the Architectural, Engineering, Landscape Architectural, Surveying and Mapping Professionals.

K. "Debar" means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.

L. "Design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

M. "Design-build Firm" means a partnership, corporation, or other legal entity with the following characteristics:

1. A partnership or joint venture, having at least one partner in compliance with either of the following two requirements:

a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

2. An individual or corporation in compliance with the following two requirements:

a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and

b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

N. "DPM" means Miami-Dade County Department of Procurement Management.

O. "Firm" means any individual, firm, partnership, corporation, association, joint venture or other legal entity permitted by law to practice architecture,

engineering, landscape architecture, design-build, and/or land surveying and mapping services.

- P. "Graduation" means the CBE-A/E has exceeded the specific size limits stated for the Program and thus may no longer be eligible for participation in the Program.
- Q. "Joint Venture" means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in this ordinance; such size limitations include affiliates as set forth in Appendix A of this ordinance.
- R. "Multiple Projects Contract" is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Sec. 2-10.4(1)(e)(1) and (2), Code of Miami-Dade County.
- S. "Owned" means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.
- T. "Professional Services" are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- U. "Project Specific Awards" are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the County agency for work of a specified nature for a fixed capital study or planning activity.
- V. "Prompt Payment" – it is the intent of the County that all firms providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.
  - 1. Contracts with CBE-A/E set-asides or subconsultant goals shall require that billings from consultants under prime professional services with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E contract set-aside or which contain a Set-aside or subconsultant goal shall be promptly reviewed and payment made by the County or Trust on those amounts not in

dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.

2. The Department of Small Business Development may investigate reported instances of late payments to CBE-A/Es.
  3. The County Mayor or designee shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.
- W. "Proposal" means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letters of interest, letter of participation or offer to perform the agreement.
- X. "Proposer" means any firm that submits a proposal to provide professional services.
- Y. "Qualifier" means the individual who qualified the firm license holder as required by Florida Statute.
- Z. "Review Committee" or "RC" means the committee established by the County Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus.
- AA. "SBD" means Miami-Dade County Department of Small Business Development.
- BB. "Subconsultant Goal" means a proportion of a prime agreement value stated as a percentage to be subconsulted to Tier 1 and Tier 2 CBE-A/Es to perform a commercially useful function.
- CC. "Suspension" means temporary debarment for a period not to exceed two (2) years.
- DD. "Tier 1 Set-Aside" means reservation for competition solely among Tier 1 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional fees are \$1,000,000 or less. Tier 2 CBE-A/Es may not compete for Tier 1 CBE-A/E Set-asides as prime consultants.

- EE. "Tier 2 Set-Aside" means reservation for competition solely among Tier 2 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees are \$1,000,001 or greater. Tier 1 CBE-A/Es may compete for Tier 2 CBE-A/E set-asides as prime consultants.
- FF. "Technical Certification" means a certification approved by the Miami-Dade County Technical Certification Committee which establishes minimum qualifications of the firm to perform the specific services to be eligible to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services. Firms may be certified in several different technical certification categories.

## II. CERTIFICATION

### RESPONSIBILITY OF Department of Small Business Development (SBD)

1. SBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/Es, SBD shall maintain and publish at least monthly an updated list of CBE-A/Es, identifying each listed CBE-A/E based on each Standard Industry Classification/North American Industry Classification System (SIC/NAICS) category, and each Technical Certification Category.
2. SBD shall collect, assemble and verify all information needed to establish the eligibility of an applicant and continued eligibility of a CBE-A/E.
3. SBD shall not certify an applicant, shall not grant continuing eligibility to a CBE-A/E, and shall decertify a CBE-A/E that fails to comply with the criteria or procedures of the CBE-A/E Ordinance as amended, in this Implementing Order and/or participation provisions. SBD shall have authority to suspend the certification of a CBE-A/E during any appeal of a certification decision.
4. SBD shall certify each CBE-A/E by the type of professional service it performs in accordance with the applicable SIC and/or NAICS Code(s) and the Technical Certification Categories for which the CBE-A/E is licensed. A CBE-A/E can be certified in an unlimited number of applicable SIC/NAICS Codes and Technical Certification Categories.

5. SBD shall provide written procedures and/or forms for continuing eligibility to certified CBE-A/Es not later than thirty (30) calendar days prior to their anniversary date.
6. To decertify a CBE-A/E, SBD shall either:
  - a. give notice to the CBE-A/E that the decertification decision will be effective at the completion of any appeal under this Implementing Order;  
or
  - b. suspend the certification of the CBE-A/E during any appeal of the certification decision.
7. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to CBE-A/Es who are decertified, denied recertification or who have graduated.
8. SBD may require applicants and CBE-A/Es to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or CBE-A/E's ownership, and/or workforce as to race, national origin, gender, and gross annual sales receipts.

#### A. CERTIFICATION PROCESS

1. Interested parties may obtain the certification application from SBD and are encouraged to request an explanation of the certification process. A copy of the certification application and an explanation of the certification process is also available on SBD's Web Page through the County's Internet Portal at <http://www.miamidade.gov/sba>.
2. The applicant shall complete the certification application and submit it with all requested documentation to SBD.
3. All applicants, including CBE-A/Es seeking continuing eligibility, shall attend, if requested by SBD staff, an Eligibility Review Meeting (ERM) to clarify information that was submitted in the application and accompanying documents or to gain additional information regarding the applicant's eligibility for certification.
4. All applicants, including CBE-A/Es seeking continuing eligibility, shall allow site visits by SBD staff to gain additional information regarding compliance with eligibility requirements.

## B. TERMS OF CERTIFICATION

1. Certification is valid for a three (3) year period. Certification for CBE-A/E firms is continuous within the three year period with the firm's annual submission of an Affidavit for Continuing Eligibility. SBD shall require that all CBE-A/E firms, in order to continue eligibility, submit an Affidavit for Continuing Eligibility annually on or before the Anniversary Date. The Affidavit for Continuing Eligibility shall include:
  - a. Most recent, signed, complete business tax return(s) or extension(s) for the firm and all affiliates.
  - b. Current business, professional license, Local Business Tax Receipt issued by Miami-Dade County and certifications.
  - c. Current lease agreement or warrantee deed for the firm's actual place of business.
  - d. Notarized, sworn affiliation affidavit.
2. Additional supporting documentation may be required by SBD to verify eligibility.
3. SBD will take the following action if a CBE-A/E firm's Affidavit for Continuing Eligibility is not received on or before the Anniversary Date:
  - a. SBD shall prepare a Notice of Certification Removal.
  - b. SBD shall mail the Notice of Certification Removal to the CBE-A/E firm.
  - c. SBD shall allow the CBE-A/E firm (15) days from the date of the notice to provide the Affidavit for Continuing Eligibility and supporting documentation.
  - d. If the CBE-A/E firm does not provide the Affidavit for Continuing Eligibility and supporting documentation within the timeframe stipulated above, SBD shall decertify the firm and notify the firm in writing of the decertification.
  - e. The "Notice of Certification Removal" will be dated the day following the deadline established pursuant to "c." above.

4. A CBE-A/E firm, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses that has been denied recertification, that has been decertified is not eligible to apply for certification for twelve (12) months from the time of the denial, or decertification, or graduation. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.
5. A business owner, alone or as a member of a group, shall own or control only one CBE-A/E at a time. A business owner, alone or as a member of a group, and any CBE-A/E, may not hold more than a ten (10) percent equity ownership in any other CBE-A/E in the same or similar line of business. If a non-CBE-A/E in the same or similar line of business as a CBE-A/E has an equity ownership of such CBE-A/E that exceeds ten (10) percent, the CBE-A/E shall not be certified or recertified.
6. Certified CBE-A/Es shall provide written notice to SBD of any changes that affect their eligibility as CBE-A/Es. CBE-A/Es shall submit a Change Request Form and supporting documentation describing the nature of the change, the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s). This form must be completed and returned to SBD in order for the change to be processed by SBD.
7. A CBE-A/E must have a valid certification in effect at time of proposal submittal. For successful proposers, certification must be maintained throughout the selection process and contract award. With the exception of provisions described in CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by SBD staff to determine continuing compliance with certification requirements.

#### B. ELIGIBILITY REQUIREMENTS

1. Applicants and CBE-A/Es must be profit-motivated businesses. (Note: not-for-profit or non-profit corporations are not eligible for certification).
2. CBE-A/Es must have an actual place of business in Miami-Dade County and may be registered as a vendor with DPM.

- a. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to:
  - (1) The firm's address as recorded on the Miami-Dade County Local Business Tax Receipt.
  - (2) The existence of a Miami-Dade County telephone number in the name of the CBE-A/E or the name with which the CBE-A/E is doing business;
  - (3) Offices, premises related to business, or other facilities within the geographic boundaries of Miami-Dade County at which the services to be provided are produced or performed;
  - (4) The existence and location of secretarial or other administrative staff;
  - (5) The existence of other offices or premises at which the same business is conducted; and
  - (6) The possession of professional licenses and/or competency certificates required to conduct the business in Miami-Dade County.
3. An individual, alone or as a member of a group, shall own or control only one (1) CBE-A/E firm.
4. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the average annual adjusted gross revenues for the last three (3) years, in combination with that of all of the firm's affiliates, if any. Representations as to gross revenues shall be subject to audit.
5. Applicants and certified CBE-A/Es must be properly licensed to conduct business in the State of Florida and in Miami-Dade County, and must perform a commercially useful function with an actual place of business in Miami-Dade County, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified.
6. The applicant qualifier of the firm must own at least twenty-five percent (25%) of the certified firm's issued stock or have at least a twenty-five (25) percent ownership interest in the certified firm. A CBE-A/E firm may be certified in other technical categories for which the firm has received Technical



Certification in accordance with Section 2-10.4 of the Code of Miami-Dade County through a non-owner qualifier.

7. Nothing shall prohibit CBE-A/Es from competing for contracts under the Federal Disadvantaged Business Enterprise (DBE) program or any other business assistance program if the CBE-A/E is also certified for the programs under this Implementing Order by SBD or certified by any other agency or organization.
8. When investigating the ownership and control of an applicant or a CBE-A/E, SBD shall consider factors including, but not be limited to the following:
  - a. All securities constituting ownership and/or control of a business for purposes of establishing the business as a CBE-A/E shall be held directly by the owners. No securities held in trust shall be considered.
  - b. The contributions of capital and expertise by the qualifying agent to acquire interest in the business shall be real and substantial. Examples of insufficient contributions may include, but are not limited to, a note payable to the business or to those of its part owners, or the mere participation of the qualifier as an employee, rather than as a manager.
9. A CBE-A/E shall not be subject to any formal or informal restrictions that limit the customary discretion of the owner.
10. An applicant that has undergone a recent change in ownership, control or reported income level will be carefully scrutinized. Factors such as, but not limited to, the following shall be considered:
  - a. The reasons for the timing of the change in ownership of the business relative to the time that the contracts in the applicant's trade, Standard Industry Classification/North American Industry Classification System (SIC/NAICS), or service area are advertised;
  - b. Whether an individual identified as an owner who had a previous or continuing employee-employer relationship with present owners has actual management responsibilities and capabilities;
  - c. The participation of one or more of the owners of the applicant firm in another firm in the same trade, SIC/NAICS, or service area;

- d. Whether reported income levels indicate a severe decline to possibly attempt to qualify the firm for CBE-A/E certification; and
- e. Whether affiliation as described herein exists or once existed between the applicant firm and a non-CBE-A/E firm.

**D. SIZE ELIGIBILITY AND AFFILIATION DETERMINATION**

A. General: Only small firms that meet size limits of Tier 1 and Tier 2 CBE-A/Es as to average annual adjusted gross revenues for the last three years may be certified as CBE-A/Es. Size determinations for Tier 1 and Tier 2 CBE-A/Es certification eligibility shall take into account the combined gross revenues of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

B. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:

1. One concern controls or has the power to control the other, or
2. A third party or parties controls or has the power to control both, or
3. An identity of interest between or among parties exists such that affiliation may be found.

C. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including, but not limited to, common ownership, common management, common facilities, related business lines or related scopes of work, and contractual relationships. Examples of affiliation include:

1. Nature of control in determining affiliation.

Every firm is considered to have one or more parties who directly or indirectly control or have the power to control it. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

2. Identity of interest between and among persons as an affiliation determinant.

Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one firm. In determining who controls or has the power to control firm, persons with an identity of interest may be treated as though they were one person.

3. Affiliation through stock ownership.
4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.
5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.
6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with subconsulting agreements, financial or technical assistance, proposal or performance bond indemnification, and/or other facilities, whether for a fee or otherwise.
7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.
8. Affiliation under joint venture arrangements.

D. Gross Annual Revenues.

1. In size determinations, size eligibility requires that the firm may not exceed the three year average gross annual revenues in the applicable standard.

2. Definitions. For the purpose of determining annual gross revenues of a firm:

- a. "Accrual Basis" means a method of accounting in which accounts and notes receivable are recorded in the regular books of account for the period in which the firm first has a claim of right to them.
- b. "Claim of Right" has the meaning attributed to it by the U.S. Internal Revenue Service (IRS).
- c. "Gross Revenues" is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.
- d. "Regular Books of Account" means the general ledger or other book of final entry and, if used, the journals or other books of original entry.
- e. "Completed Fiscal Year" means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.
- f. Unless otherwise defined in this section, all terms shall have the meaning attributed to them by the IRS.

3. Period of measurement.

- a. Annual Gross Revenues of a firm which has been in business for three (3) or more completed fiscal years means the arithmetic annual average revenue of the firm over its last three (3) completed fiscal years (total revenue compiled over the entire three (3) year period would be divided by three).
- b. Annual Gross Revenues of a firm which has been in business for less than three (3) fiscal years means the arithmetic annual average revenue over the time period the firm has been in business (total revenues compiled over the period the firm has been in business,

divided by the number of weeks, including fractions of a week, the firm has been in business, multiplied by (52).

- c. Annual Gross Revenues of a firm which has been in business three or more years but has a short year in the last three years will be the arithmetic annual average revenue over the two full years and the short year. The short period may appear at the beginning, middle or end of the three year calculation period.

4. Method of determining annual gross revenues.

- a. Revenue may be taken from the regular books of account of the firm. If the firm so elects, or has not kept regular books of account, or the IRS has found such records to be inadequate and has reconstructed income of the firm, then revenues shown on the federal income tax return of the firm may be used in determining annual gross revenues. Revenue shown on the regular books of account or the Federal Income tax return on a basis other than accrual must be restated to show revenue on an accrual basis for all fiscal years.
- b. Where the federal income tax return of a firm shows its annual gross revenues to be less than seventy-five (75) percent of the applicable size standard, the firm need not restate its revenue to an accrual basis prior to determining annual revenues.
- c. Where a short period is included in the firm's most recent three (3) years, annual gross revenues are calculated by dividing the sum of the revenues of the short year and the revenues of the two (2) full fiscal years by the sum of the number of weeks in the short fiscal year and the number of weeks in the two full fiscal years, and multiplying that figure (the weekly average revenues) by fifty-two (52).

5. Annual gross revenues of affiliates.

- a. If a firm has acquired an affiliate or been acquired as an affiliate during any portion of the applicable averaging period used to calculate, the annual gross revenues to determine size status (including before certification), the revenues of both the firm and the affiliate(s)/acquirer will be aggregated to compute size. Such aggregation of revenues will occur for each entire fiscal year of both the applicant and the affiliate(s)/acquirer, irrespective of the length of

time the affiliation existed during said fiscal year, as long as an affiliation existed at any point during that fiscal year.

E. Annual gross revenues and adjusted gross revenues of affiliated.

1. The annual gross revenues and adjusted gross revenues of affiliates shall be included in determining size status of the applicant.
2. Payments to an affiliate that has been used as a subconsultant by the applicant shall not be counted as documented payment used to adjust the gross revenues of the applicant.

III. JOINT VENTURES

- A. Only joint ventures approved by SBD in accordance with this Implementing Order are eligible to participate as joint ventures in the CBE-A/E program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CBE-A/Es before the joint venture can be approved. Joint ventures can participate under the CBE-A/E program on contracts with CBE-A/E set-asides or subconsultant goals.
- B. Joint ventures must submit, prior to proposal submission, a Joint Venture Agreement containing the following information:
  1. A description of the financial contribution of each member;
  2. A list of the personnel and equipment used by each member;
  3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
  4. An explanation of how the profits and/or losses will be distributed;
  5. The bonding capacity of each member;
  6. A description of any management or incentive fees for any of the members;
  7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and

8. A copy of any required State certificates or registrations.
- C. SBD shall collect, assemble and verify all information needed to determine if all members of a joint venture are CBE-A/Es. A Joint Venture Agreement is complete when it includes all required supporting information.

#### IV. DEPARTMENT/AGENCY RESPONSIBILITIES

- A. Each department and agency, in conjunction with the annual budget process, shall compile a list of its proposed capital projects, renovations, and major repairs for the fiscal year. Each department and agency shall forward the list by August 1 of each year to SBD for use in the formulation of the CBE-A/E objectives.
- B. Each department and agency, in conjunction with its contracting and purchasing activities, shall compile and maintain a list of its consultants' ownership demographics. These lists shall be updated at least quarterly and forwarded to SBD. Contract documents shall require that all requests for payment by the prime consultants include a list of all subconsultants who have performed work, and shall contain the prompt payment provisions outlined in the CBE-A/E ordinance.
- C. SBD shall prepare standard proposal participation provisions. Each issuing department including the Public Health Trust must use these standard proposal participation provision documents for all agreements with agreement set-asides or subconsultant goals unless SBD approves substitute proposal documents. When proposal documents for agreements with set-asides or subconsultant goals are advertised, they shall include a web link to the CBE-A/E Certification List.
- D. SBD shall notify departments of the recommended agreement set-aside, or subconsultant goal.
- E. Subsequent to a recommendation and prior to agreement advertisement, each department shall advise SBD of any change in the scope of work of an agreement. SBD shall review the change and recommend to the County Manager whether the agreement requires further review due to the change in the scope of work. Each department shall advise SBD of post-award changes in scope and all change orders that require Board of County Commissioners' approval shall be submitted to SBD. SBD shall review the changes and change orders and recommend to the County Manager whether the

agreement requires further review due to the change in the scope of work, and report on the prime consultant's current status of CBE-A/E compliance.

- F. Each department shall advise SBD of any agreement advertisement dates that are in excess of one hundred twenty (120) days of the initial recommendation to apply a set-aside or a goal in order to allow SBD to identify any changes in availability. Each department shall advise SBD of any agreement cancelled or not advertised within one hundred eighty (180) days after review and the agreement must be resubmitted to SBD to re-establish availability.

V. PROCEDURE FOR RECOMMENDATION OF AGREEMENT SET-ASIDES OR SUBCONSULTANT GOALS

Each individual project specific award and multiple project contracts (if the multiple projects contract 10% utilization objective has not been met) as mandated by the CBE-A/E ordinance for the purchase of architectural, landscape architectural, engineering, or surveying and mapping services, shall be reviewed for application of Tier 1 CBE-A/E set-asides or subconsultant goals. The procedure for applying Tier 1 CBE-A/E set-asides or subconsultant goals on such services are as follows:

- A. Each department, as applicable, shall review anticipated agreements for application of Tier 1 and/or Tier 2 CBE-A/E set-asides or subconsultant goals.
- B. Departments shall work in conjunction with SBD in recommending whether agreements should be set-aside for Tier 1 and/or Tier 2 CBE-A/Es or have subconsultant goals applied. The department shall submit the appropriate items from the following to the Director of SBD:
  - 1. For each recommendation to have an agreement set-aside for Tier 1 and/or Tier 2 CBE-A/Es or to have a subconsultant goal applied, a memorandum should be included providing an appropriate brief description as follows:
    - a) Project title and number;
    - b) A complete breakdown of all the required professional services, including identification by their respective technical certification categories;



- c) Estimated percentage of work for each of the required professional services;
  - d) A history of previous purchases to include the sizes of the previously successful consultants as appropriate for the previous three (3) years; and
  - e) The recommendation as to whether to set-aside the agreement or to place a subconsultant goal on the agreement.
2. An agreement may be set-aside for Tier 1 and/or Tier 2 CBE-A/Es or may have subconsultant goals applied to a given agreement when availability has been established for the Standard Industry Classification/North American Industry Classification System (SIC/NAICS) category in which the agreement is classified and the forecast of future expenditures by program area indicates that an agreement set-aside for Tier 1 and/or Tier 2 CBE-A/Es or a subconsultant goal will be appropriate.

#### A. GENERAL GUIDANCE

1. The selection of an agreement for Tier 1 set-aside and/or Tier 2 subconsultant goal shall include consideration of the following:
  - a. The impact of the project as it relates to the CBE-A/E objective;
  - b. The previous agreements used in the particular SIC/NAICS category;
  - c. The relative impact of economic incentives;
  - d. The effects of other agreement set-asides or subconsultant goals taken or reasonably expected to be taken in the SIC/NAICS category and their expected effects during the life expectancy of the agreement;
  - e. The impact of the agreement set-aside or subconsultant goal on potential competitors; and
  - f. Consideration of selection among various programs as set forth by the Review Committee.

- g. Availability of certified CBEs (3 or more) for each of the technical certification categories assigned to the project.

#### B. AGREEMENT SET-ASIDES

1. A recommendation of a set-aside is appropriate when:
  - a. The estimated professional services fee is \$1 - \$1,000,000 for Tier 1 CBE-A/Es and \$1,000,001 or greater for Tier 2 CBE-AEs for architectural, landscape architectural, engineering, or surveying and mapping professional services;
  - b. The quality, quantity and type of opportunities provided by the agreement are appropriate for applying a Tier 1 and/or Tier 2 set-aside(s);
  - c. Three (3) or more Tier 1 and/or Tier 2 CBE-A/Es as appropriate are available to provide the quality, quantity and type of opportunities afforded by the proposed agreement.
2. Set-asides should be used to provide large economic incentives. When possible, consideration should be given for splitting large agreements into smaller agreements to allow for greater program participation.

#### C. SUBCONSULTANT GOAL

1. A recommendation to apply a subconsultant goal to a particular agreement is appropriate when:
  - a. The agreement has identifiable opportunities, which, according to normal industry practice, are appropriate for subconsulting in a specific professional service area within SIC/NAICS and technical certification category;
  - b. The quality, quantity and types of opportunities provided are appropriate for applying a subconsultant goal.
2. Effective competition exists for setting a particular subcontractor goal in that three (3) or more CBE-A/Es certified within the applicable professional service area within SIC/NAICS and technical certification category are available.

3. A memorandum identifying and briefly describing all agreements or proposals, including justification for sole source, for which a recommendation is being made not to set aside the agreement or not to place a subconsultant goal on the agreement, and information to support such a recommendation.

#### D. REVIEW PROCESS

1. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the Department(s) not agree on recommended measures or goals, then the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.
2. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.
3. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within 36 hours of posting via a designated email address or mail.
4. All advertised projects shall contain language to allow for public comments to be submitted to SBD within 36 hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.
5. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

#### VI. DOCUMENTATION TO ESTABLISH SET ASIDES OR SUBCONSULTANT GOALS

The County Mayor or designee shall establish a standing Review Committee (RC) to consider documentation for the establishment of set-asides or subconsultant goals where SBD and the contracting department have not

established consensus. SBD shall consider the following when recommending a set-aside or subconsultant goal:

- A. For each recommendation of an agreement set-aside or subconsultant goal, a copy of the department's recommendation; a memorandum briefly describing the analysis of the agreement and basis for providing a recommendation; verification of ability to submit a proposal for Tier 1 or Tier 2 set-aside agreements and a recommendation report that includes a listing of all professional service areas on which availability was established and subconsultant goals were based.
- B. A brief memorandum identifying all services for which a recommendation of no agreement set-aside or no subconsultant goal is being made and providing information to support the recommendation.

#### VII. REVIEW COMMITTEE PROCESS

SBD is responsible for recommending to the Mayor or designee whether to apply CBE-A/E set-asides, or subconsultant goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

- A. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.
- B. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review when consensus is not reached between SBD and the contracting department. The RC will make recommendations to the Mayor or designee.
- C. The RC shall conduct public deliberations and make recommendations whether to apply CBE-A/E, set-asides or subconsultant goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.
- D. The standing members of the RC shall be: Director, Public Works Department; Director, Office of Capital Improvements; Director, Department of Procurement Management; a rotating Director of the County's capital departments or their designees; and a County Manager appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.

- E. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.
- F. The RC shall meet as needed. SBD shall timely publish meetings, listing the meeting location, date and time. All RC meetings are subject to Government-in-the-Sunshine requirements. The chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.
- G. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.
- H. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter the staff recommendation. The County Mayor or designee may accept, reject, modify or otherwise alter SBD's recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the County Manager's recommendations. The Mayor may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

#### VIII. AGREEMENT ADMINISTRATION - AGREEMENT SET-ASIDES

- A. Solicitations for County professional services agreements that are set-aside under the CBE-A/E program shall consider proposals solely from CBE-A/Es. In order to submit a proposal on a set-aside agreement, the proposer must be certified as a CBE-A/E prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from SBD.
- B. A CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E goal applied to the agreement by a maximum of one hundred (100) percent.
- C. Respondent's Responsibilities for CBE-A/E Set-Asides

1. Proposals documents shall require proposers to submit a Letter of Agreement, Certificate of Assurance or equivalent for each subconsultant

to be utilized in satisfaction of a set-aside. The Letter of Agreement, or equivalent, shall be signed by the prime and the subconsultant and shall at a minimum state the type of work that the subconsultant will perform, the technical certification category, and the percentage that the amount of the fees payable to the subconsultant bears to the overall fees payable under the contract. Failure to submit the required Letter of Agreement, or equivalent, at the time of proposal submission shall render the proposal non-responsive.

2. Proposers may cure immaterial irregularities in the Letter of Agreement submitted not later than forty eight (48) hours following written notification by the Department of Small Business Development. Immaterial irregularities shall be those items which, in the County's sole discretion, do not affect either the assurance of agreement between the prime proposer and the subconsultant or the proposer's assurances to the County that the stated measure will be met. Examples include, but are not limited to improperly executed letters, the listing of unidentifiable CBE-A/E's and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.
3. Failure of a proposer to cure the immaterial irregularities within the stated period following notification shall result in disqualification of the proposer for contract award.

D. The following shall constitute a violation of this Implementing Order as they relate to an agreement that is set-aside:

1. Submission of a "Letter of Agreement" of CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate;
2. After proposal submission due date, deviations from the "Letter of Agreement" without the written approval of SBD;
3. The utilization of a non-certified CBE-A/E;
4. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
5. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
6. Failure to submit monthly utilization reports;

7. Failure to comply with CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
8. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
9. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a "Letter of Agreement."

IX.

## AGREEMENT ADMINISTRATION - SUBCONSULTANT GOALS

### A. SUBCONSULTANT GOALS

The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal form. Subconsultant goals may be applied to an agreement when estimates made prior to proposal advertisement identify the quality, quantity and type of opportunities in the agreement and CBE-A/Es are available to afford effective competition in providing a percentage of these identified services.

After a proposal is advertised or other formal public notice given, the established subconsultant goal may be reduced only with the approval of the County Commission or the Public Health Trust. Proposal documents shall include documentation demonstrating the basis for the subconsultant goal established in the agreement.

#### 1. RESPONDENT RESPONSIBILITIES FOR SUBCONSULTANT GOALS

Respondents must submit a completed Letter of Agreement at the time of proposal submission identifying all Tier 1 and/or Tier 2 CBE-A/Es to be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work. The Letter of Agreement constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/Es listed are qualified and available to perform as specified. The Letter of Agreement is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the

identified CBE-A/Es for the scope of work at the percentage set forth in the Letter of Agreement. Failure to submit the required documents within the required time frames may render the proposal nonresponsive or be subject to sanctions or penalties as outlined in the contract or in this Implementing Order.

- a. All such subconsultant agreements shall be in writing and shall be executed by the prime consultant and the CBE-A/E subconsultant utilized to meet the subconsultant goal.
- b. Respondents who fail to submit the required Letter of Agreement at the time of proposal submission shall be considered non-responsive.
- c. Respondents that submit a defective Letter of Agreement may be voidable. Examples of defects include, but are not limited to, an incomplete Letter of Agreement, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Agreement.
- d. A successful respondent that is a CBE-A/E or a CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces. The remaining subconsultant goal work shall be performed by other CBE-A/Es.
- e. Expenditures to subconsulting CBE-A/Es shall be counted toward meeting specified subconsultant goals as follows:
  - (1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;
  - (2) One hundred percent (100%) of the expenditures to CBE-A/Es that subconsult work further to non-CBE-A/Es, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD;
  - (3) One hundred percent (100%) of the expenditures to CBE-A/Es that perform actual work with their own forces;



- (4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from SBD; and
- (5) Only expenditures to CBE-A/Es made under a written subconsultant agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.
- f. In order to assure at the time of proposal submission, agreement upon the above information between the prime consultant and the CBE-A/E subconsultant so identified, the prime consultants must submit a Letter of Agreement, Certificate of Assurance or equivalent for each subconsultant to be utilized in satisfaction of a subconsultant goal. The Letter of Agreement, Certificate of Assurance or equivalent, shall be signed by the prime and the subconsultant and shall at a minimum state the type of work that the subconsultant will perform, the technical certification category, and the percentage that the amount of the fees payable to the subconsultant bears to the overall fees payable under the contract. Failure to submit the required Letter of Agreement, or equivalent, at the time of proposal submission shall render the proposal non-responsive.
- g. Proposers may cure immaterial irregularities in the Letter of Agreement, Certificate of Assurance, or equivalent, submitted not later than forty eight (48) hours following written notification by the Department of Small Business Development. Immaterial irregularities shall be those items which, in the County's sole discretion, do not affect either the assurance of agreement between the prime proposer and the subconsultant or the proposer's assurances to the County that the stated measure will be met. Immaterial irregularities include those correctable items specifically identified in the form approved by the Director of Small Business Development for purposes of verifying compliance. Failure of a proposer to cure the immaterial irregularities within the stated period following notification shall result in disqualification of the proposer for contract award. To prove lack of availability, respondents must submit the following:

- (1) Unavailability Certificates either completed and signed by all of the CBE-A/Es available to perform the scopes of work are completed and signed by the respondent explaining the contacts with all of the CBE-A/Es available to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;
- (2) A listing of any proposals received from a CBE-A/E, the scope of work and percentage of work, and the respondent's reasons for rejecting each proposal;
- (3) A statement of the respondent's contacts with SBD for assistance in determining available CBE-A/Es;
- (4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;
- (5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/Es for the same scope of work. To establish a CBE-A/E as unavailable if its proposal is not considered reasonably competitive, the prime consultant must furnish SBD with copies of all proposals received from all firms, both CBE-A/Es and non-CBE-A/Es, for each specific scope of work for which they are claiming that the proposal is not reasonably competitive. A CBE-A/E's proposal will be considered reasonably competitive if its proposal, for the same scope of work, is within 25% of the proposal of comparably sized non-CBE-A/E firms;

Respondents whose proposals do not meet the specified goal, and who do not prove lack of availability as indicated in 1(g) above, are not in compliance with this Implementing Order.

The following shall constitute non-compliance with this Implementing Order as it relates to an agreement which has a CBE-A/E subconsultant goal:

- (1) The utilization of a non-certified CBE-A/E;

- (2) A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
- (3) A prime consultant not meeting CBE-A/E subconsultant goal requirements;
- (4) Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- (5) Failure to submit monthly utilization reports;
- (6) Deviations from the Letter of Agreement without prior approval from SBD;
- (7) Termination of the CBE-A/E's agreement without prior approval from SBD;
- (8) Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from SBD;
- (9) Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
- (10) Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement.

#### B. COUNTY RESPONSIBILITIES

1. After considering the quality, quantity and type of opportunities provided by the agreement, and the availability of CBE-A/Es to afford effective competition in providing the professional services required under the agreement, each department or DPM will recommend to SBD the type and level of agreement set-aside, or subconsultant goal that could be applied.
2. SBD shall review the Letters of Agreement, Certificates of Assurance or equivalents, and Unavailability Certificates to determine compliance with the agreement set-aside, or subconsultant goal stated in the proposal documents. The Compliance Monitor may meet with a respondent before recommending that the Contract Officer determine noncompliance. This

written recommendation shall be forwarded to the respondent and the Contract Officer.

3. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

#### X. DESIGN-BUILD CONTRACTS

The design portion of the design-build contract is subject to the procedures outlined in this Implementing Order.

#### XI. PROMPT PAYMENT

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

##### A. PRIME CONSULTANT RESPONSIBILITIES

1. A prime consultant shall include in its billing to Miami-Dade County or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County or the Public Health Trust.
2. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe and implemented by this Implementing Order.
3. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform SBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-

A/E which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.

4. Failure of the prime consultant to comply with the applicable requirements of Section XI (A) (3) above shall result in the prime consultant's forfeiture of the right to use the dispute as justification for not paying the CBE-A/E subconsultant and payment shall be forthcoming from the prime consultant.

#### B. COUNTY RESPONSIBILITIES

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

#### C. FINANCE DEPARTMENT RESPONSIBILITIES

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

### XII. AGREEMENT ADMINISTRATION - COMPLIANCE AND MONITORING

#### A. Compliance Review

1. The Compliance Monitor shall review respondent's submission for compliance with this Implementing Order on every agreement to which a CBE-A/E agreement set-aside, or subconsultant goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the respondent's proposal is determined to be in compliance or noncompliance with the requirements of this Implementing Order. The Compliance Monitor may consider relevant

information from any person in making this decision. The Compliance Monitor may require the respondent to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.

2. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent may request a meeting within five (5) business days from the date of the notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Letter of Agreement will be accepted.
3. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
4. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's noncompliance with this Implementing Order. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (A)(2) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Letter of Agreement will be accepted.
5. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
6. The Contracting Officer shall provide a written determination of the respondent's compliance with this Implementing Order, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.

7. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.
8. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to this Implementing Order shall not be grounds for reconsideration of any action taken in the proceedings.
9. Miami-Dade County shall not award an agreement to any respondent which, in its determination, fails to comply with the applicable requirements of this Implementing Order. Nothing herein shall relieve any respondent from any of the terms, conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the agreement document.

#### B. Post-Award Compliance and Monitoring

##### 1. Approval of Subconsultant Agreements

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

##### 2. Access to Records

Successful respondents and CBE-A/Es shall permit the County to have access during normal business hours to books and records relating to the respondent's compliance with the agreement set-aside, or subconsultant

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

### 3. Access to Job Site

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

### 4. Monthly/Quarterly Reporting

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

### 5. Deviations from the Letter of Agreement

- a. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Letter of Agreement, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include



a revised Letter of Agreement to include the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.

b. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Letter of Agreement, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:

- (1) Termination of a CBE-A/E's subconsultant agreement;
- (2) Reduction in the scope of work to be performed by a CBE-A/E;
- (3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or
- (4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.

c. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by this Implementing Order, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant

agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (e) and (f) below shall apply to this paragraph.

d. Termination of Subconsultant Agreements:

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

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

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

f. Alternative Subconsultant Agreements:

- 1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Implementing Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated

subconsultant agreement, less all amounts previously paid thereunder.

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

### XIII. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a respondent's violation of or failure to comply with this ordinance or this Implementing Order may result in the imposition of one or more of the following sanctions:

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

- C. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;
- D. Termination, suspension, or cancellation of the agreement in whole or part;
- E. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.
- F. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:
  - 1. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for SBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Monthly Utilization Report and determine if the respondent has met the CBE-A/E measures.
  - 2. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.
  - 3. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of noncompliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question. The respondent will also be required to submit a plan indicating any current or future County agreements in which the CBE-A/E deficit will be remedied.

4. The respondent must respond to SBD in writing within ten business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.
5. The compliance monitor will review the plan for approval.
6. When an agreement is identified in which the CBE-A/E measure deficit will be remedied, the respondent will provide a Letter(s) of Agreement for the CBE-A/E firm(s) that will be utilized in making up the deficit.
7. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.
8. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements, will result in the sanctions or the imposition of other penalties, or as referenced in Sections XIII and XIV.

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

- a. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
- b. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;
- c. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- d. Failure to submit monthly utilization reports;
- e. Failure to comply with CBE-A/E certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- f. Failure to maintain certification;

- g. Deviations from the Letter of Agreement without prior approval from SBD;
- h. Termination of the CBE-A/E's agreement without prior approval from SBD;
- i. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD;
- j. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD; or
- k. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement to meet a subconsultant goal.

#### XIV. ADMINISTRATIVE PENALTIES

##### A. DEBARMENT

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

##### B. DECERTIFICATION

Violations of certification requirements are addressed in Section II of this Implementing Order.

##### C. SUSPENSION

If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not exceed three (3) years.

#### D. MONETARY PENALTIES

1. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 10% of the amount thereof; for the second deficit, a penalty in an amount equal to 20% thereof; for the third and successive deficits, a penalty in an amount equal to 30% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section 10-33.02 of the Code of Miami-Dade County.
2. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal there from, the non-complying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.

#### XV. APPEALS PROCESS

- A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this Implementing Order and Section 2-10.4.01, Code of Miami-Dade County may appeal such action. The Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process. The affected party may appeal the determination by filing a written appeal with the

Director of SBD within thirty (30) days of receipt of the notice. This appeals process does not apply to appeals of decisions made pursuant to bid documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.

B. Decisions by the County Mayor or designee shall be final.

C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a \$250 nonrefundable filing fee to appeal a determination of non-compliance with the requirements of this Implementing Order, section 2-10.4.01, Code of Miami-Dade County, as amended, or implementing bid documents.
2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.
3. SBD shall serve upon the firm, consultant (or subconsultant) and/or lessee a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:
  - a. A copy of SBD's determination of non-compliance, outlining alleged prohibited practices upon which it is based;
  - b. A description of the administrative penalties being considered;
4. An administrative hearing shall be scheduled to be heard before an administrative hearing officer within twenty (20) days after service of the notice. The notice shall also advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them.
5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall transmit his/her findings of fact, conclusions, and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or



designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

D. QUALIFICATIONS OF HEARING OFFICERS:

1. Administrative hearing officers shall be residents of Miami-Dade County who possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the County Manager or his or her designee. The list of administrative hearing officers should include retired judges who are licensed and admitted to practice law in the State of Florida, or arbitrators or mediators certified by the Eleventh Judicial Circuit or State Bar Association. Appointees should become acquainted with this Implementing Order and the provisions of section 2-10.4.01, Code of Miami-Dade County, as amended, applicable to the particular violation(s) to be heard. Additional qualifications include, but are not limited to, experience in equal opportunity, anti-discrimination, contracting, procurement, bonding or financial services activities. Such appointments shall be submitted to the Clerk of the Board of County Commissioners for ratification by the Clerk. The Clerk shall submit an annual report to the Board on the number of women who have served as administrative hearing officers.
2. The County Mayor or designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County. Appointments shall be made for a term of one (1) year. Any administrative hearing officer may be reappointed at the discretion of the County Mayor, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one-year term. The County Mayor shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.
3. Administrative hearing officers shall not be County employees but shall be compensated at a rate to be determined by IO.

4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager



## § 2-10.4.01

### Small Business Enterprise Architecture and Engineering Program.

(1) Title. This Section shall be referred to as the Miami-Dade County Small Business Enterprise Architecture & Engineering ("CBE" or "CBE-A/E") Program.

(2) Definitions. For purposes of this section:

A. Agreement means an agreement proposed by the County or Public Health Trust staff, or approved by the County Commission or Public Health Trust for architectural, landscape architectural, engineering, and surveying and mapping professional services.

B. Available or availability means to have, prior to proposal submission, the ability to provide professional services under an agreement or subconsultant agreement by having:

(1) Reasonably estimated, uncommitted capacity and expertise;

(2) All licenses, permits, registrations, insurances and certifications;

(3) The ability to obtain bonding that is reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and

(4) The ability to otherwise meet all the proposal specifications.

C. A/E Advisory Board is the board established for the purpose of supporting and promoting the Small Business Enterprise Architecture & Engineering Program.

D. Bonding Assistance may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.

E. Business day means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.

F. CBE-A/E Objective means the objective of assuring that not less than 10 percent of the County's total annual expenditures for professional architectural, landscape architectural, engineering, and surveying and mapping services, are expended with CBE-A/Es certified under this section, for projects specific and multiple project contracts. The foregoing CBE-A/E objective may be increased by subsequent resolution

of the Board of County Commissioners, adopted after recommendation for an increase by the County Mayor or designee.

G. CBE-A/E Program is the Small Business Enterprise Program for the Architectural, Engineering, Landscape Architectural, Surveying and Mapping Professionals.

H. Calendar day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.

I. Commercially useful function means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:

1. The evaluation of the amount of work subconsulted;
2. Normal industry practices;
3. The skills, qualifications, or expertise of the firm to perform the work;
4. Whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.

J. Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.

K. Continuing contract shall mean the term "continuing contract" as defined in Section 2-10.4(1)(f).

L. Debar means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.

M. Design-build contract means a single contract with a design-build firm for the design and construction of a public construction project.

N. Design-build firm means a partnership, corporation, or other legal entity which:

1. Partnership or joint venture, having at least one partner in compliance with either of the following two requirements:

a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.2193[, Florida Statutes,] to practice architecture; or certified under Section 481.319[, Florida Statutes,] to practice landscape architecture.

2. An individual corporation or other legal entity in compliance with the following two requirements:

a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and

b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219[, Florida Statutes,] to practice architecture; or certified under Section 481.319[, Florida Statutes,] to practice landscape architecture.

O. Firm means any individual, firm, partnership, corporation, association, joint venture or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, and land surveying and mapping services, which has a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, and an actual place of business in Miami-Dade County, not a Virtual Office. No Firm shall be certified as a CBE-A/E where the personal net worth of any of its owners is more than one million five hundred thousand dollars (\$1,500,000), exclusive of: (a) the value of the primary residence for which there is a homestead exemption; (b) the value of the business; and (c) funds invested in an individual retirement account ("IRA"), 401k, pension, or other official retirement account. The owner MUST provide information about the terms and restrictions of the account(s) to SBD, and certify that the retirement account(s) is legitimate. Representations as to average gross revenues, personal net worth of owners and payroll shall be subject to audit.

P. Graduation means the CBE-A/E has exceeded either the personal net worth, or the specific size limits stated for the Program and thus may no longer be eligible for participation in the Program.

Q. Joint venture means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in this section; such size limitations include affiliates as set forth in Appendix A to the ordinance from which this section derives.

R. Multiple Projects Contract is a contract for a "project" which constitutes a grouping of minor or substantially similar construction, rehabilitation or renovation activities as defined in Section 2-10.4(1)(e)(1) and (2).

S. Owned means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.

T. Professional services are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

U. Project Specific awards are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the agency for work of a specified nature for a fixed capital study or planning activity.

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

1. Contracts with CBE-A/E set-asides, or subconsultant goals shall require that billings from consultants under prime professional services agreements with Miami-Dade County, or the Public Health Trust that are a CBE-A/E contract set-aside or which contain a set-aside or subconsultant goal shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, or the Trust.

2. The Department of Small Business Development may investigate reported instances of late payments to CBE-A/Es. The County Mayor or designee shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.

W. Proposal means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letters of interest, letter of participation or offer to perform the agreement.

X. Proposer means any firm that submits a proposal to provide professional services.

Y. Qualifier means the individual who qualifies the firm professional license holder as required by Florida Statute.

Z. Review Committee or RC means the committee established by the County Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus and when public input requires deliberation regarding the

measures/goals recommendations. The RC will make recommendations to the Mayor or designee as needed.

AA. SBD means Small Business Development.

BB. Small Business Enterprise Architecture&Engineering (CBE-A/E) means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, an actual place of business in Miami-Dade County, not a Virtual Office, and whose three (3) year average annual gross revenues do not exceed \$500,000.00 for all Tier 1 CBE-A/Es, \$2,000,000.00 for all Tier 2 CBE-A/Es, \$4,500,000.00 for Tier 3 CBE-A/Es in the case of architectural services, or \$6,000,000.00 for Tier 3 CBE-A/Es in the case of landscape architectural services, engineering, and surveying and mapping services. A CBE-A/E will graduate out of the program once it has exceeded the Tier CBE-A/E size limits based on its three-year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical certification categories the CBE-A/E will be placed in. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Appendix A. No firm shall be certified as a CBE-A/E where the personal net worth of any of its owners is more than \$1,500,000.00, exclusive of: (a) the value of the primary residence for which there is a homestead exemption; (b) the value of the business; and (c) funds invested in an individual retirement account ("IRA"), 401k, pension, or other official retirement account. The owner MUST provide information about the terms and restrictions of the account(s) to SBD, and certify that the retirement account(s) is legitimate. Representations as to average gross revenues, personal net worth of owners and payroll shall be subject to audit. The Contracting Participation Levels are as follows:

- i. Tier 1 CBE-A/Es in the case of architectural, landscape architectural, engineering, or surveying and mapping services—3-year average annual gross revenues of \$0 to \$500,000.00.
- ii. Tier 2 CBE-A/Es in the case of architectural, landscape architectural, engineering, or surveying and mapping services—3-year average annual gross revenues of \$500,000.01 to \$2,000,000.00.
- iii. Tier 3 CBE-A/Es in the case of architectural services—3-year average annual gross revenues of \$2,000,000.01 to \$4,500,000.00.
- iv. Tier 3 CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping services—3-year average annual gross revenues of \$2,000,000.01 to \$6,000,000.00.



The County Mayor or designee shall be authorized to adjust the CBE-A/E size limits every five (5) years at his/her discretion based on the local Consumer Price Index for All Urban Consumers (CPI-U) calculated by the U.S. Department of Commerce or other appropriate tool of inflation measures as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using the Consumer Price Index figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

CC. Subconsultant goal means a proportion of a prime agreement value stated as a percentage to be subconsulted to Tier 1 and Tier 2 CBE-A/Es to perform a commercially useful function.

DD. Suspension means temporary debarment for a period not to exceed two (2) years.

EE. Technical certification means a certification approved by the Miami-Dade County Technical Certification Committee to allow a firm to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services. Firms may be certified in several different technical certification categories.

FF. Tier 1 Set-Aside means reservation for competition solely among Tier 1 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees is \$500,000.00 or less. Tier 2 CBE-A/Es may not compete for Tier 1 CBE-A/E set-asides as prime consultants, unless Tier 1 CBE-A/E prime consultant unavailability exists.

GG. Tier 2 Set-Aside means reservation for competition solely among Tier 1 and/or Tier 2 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees are between \$500,000.01 and \$1,000,000.00. Tier 1 CBE-A/Es may compete for Tier 2 CBE-A/E set-asides as prime consultants. Tier 3 CBE-A/Es may not compete for Tier 2 CBE-A/E set-asides as prime consultants, unless Tier 1 and Tier 2 CBE-A/E prime consultant unavailability exists.

HH. Tier 3 Set-Aside means reservation for competition solely among Tier 1, Tier 2 and/or Tier 3 CBE-A/E prime consultants and Tier 1, Tier 2 and/or Tier 3 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees \$1,000,000.01 or greater. Tier 1 and Tier 2 CBE-A/Es may compete for Tier 3 CBE-A/E set-asides as prime consultants.

II. Virtual Office means an agreement that provides a receptionist, mail and facsimile services, and similar services, that give the appearance of having a business presence at a location, but the business entity has no ongoing, full-time physical presence in the building. Virtual Offices are invalid for certification purposes.

(3) Program Components:

A. Application. Except where federal or state laws or regulations mandate to the contrary, the provisions of this section shall require review of all project specific contracts, design-build contracts, and multiple contracts for architectural, landscape architecture, engineering, and surveying and mapping professional services funded in whole or in part with County funds and all leases and contracts for privately funded construction on County-owned land to determine the appropriateness of applying measures as set forth in this section. The CBE-A/E Program shall not apply to continuing contracts. The County Manager or his or her designee shall take steps to ensure that the Small Business Enterprise Architecture&Engineering (CBE-A/E) objective of assuring that not less than ten (10) percent of the County's total annual expenditures for professional architectural, landscape architectural, engineering, and surveying and mapping services, are expended with CBE-A/Es certified under this section is met. The provisions of this section shall apply to all departments and agencies of the County and the Public Health Trust. The words County Manager in this section shall mean the County Manager or his or her designee. All leases and contracts for privately funded construction on County-owned land for which measures are determined to be appropriate under this section shall contain specific provisions to implement the intent of the CBE program in a manner consistent with its application to County design contracts. Notwithstanding the foregoing, this section shall not apply to privately funded construction on any County-owned facilities or property where the total value of the construction is two hundred thousand dollars (\$200,000.00) or less.

B. Miami-Dade County Small Business Enterprise Architecture&Engineering Program:

1. Agreement Set-Asides: The County Commission, or Public Health Trust may determine it is in its best interest to set-aside a prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when determined, prior to proposal advertisement, that there are at least three (3) Tier 1 and/or Tier 2 CBE-A/Es available. On a set-aside agreement, the successful proposer must be a certified Tier 1 and/or Tier 2 CBE-A/E; one hundred (100) percent of the total estimated value of professional services of the agreement must be performed by either the successful proposer, or the successful proposer and other certified Tier 1 and/or Tier 2 CBE-A/Es.

Transferring to, or substitution of, a non first tier CBE-A/E through subconsulting or otherwise all or part of the actual work of a set-aside agreement is prohibited unless such transfer receives prior approval

from the Department of Small Business Development as consistent with normal industry practice except as allowed under (commercially useful function) above.

2. Subconsultant goals: The County Commission, or Public Health Trust may establish subconsultant goals to be applied to a particular agreement based on estimates made prior to proposal advertisement of the quality, quantity and type of subconsulting opportunities provided by the agreement, and of the availability of [first and second tier] CBE-A/Es to afford effective subconsulting competition therefor. After proposal advertisement, or other formal public notice, the established subconsultant goal may be reduced only with the approval of the County Commission or Public Health Trust.

Proposal documents shall require proposers to submit a Letter of Agreement, or equivalent, for each subconsultant to be utilized in satisfaction of a subconsultant goal. The Letter of Agreement, or equivalent, shall be signed by the prime and the subconsultant and shall at a minimum state the type of work that the subconsultant will perform, the technical certification category, and the percentage that the amount of the fees payable to the subconsultant bears to the overall fees payable under the contract. Failure to submit the required Letter of Agreement or equivalent, at the time of proposal submission shall render the proposal nonresponsive.

Proposers may cure immaterial irregularities in the Letter of Agreement submitted not later than forty-eight (48) hours following written notification by the Department of Small Business Development. Immaterial irregularities shall be those items which, in the County's sole discretion, do not, affect either the assurance of agreement between the prime proposer and the subconsultant or the proposer's assurances to the County that the stated measure will be met. Immaterial irregularities include those correctable items specifically identified in the form approved by the Director of Small Business Development for purposes of verifying compliance. Failure of a proposer to cure the immaterial irregularities within the stated period following notification shall result in disqualification of the proposer for contract award.

Proposal documents shall include documentation demonstrating the basis for the subconsultant goal established in the contract. Any proposer may challenge or protest the goal by submitting to SBD or the Contracting Officer no later than ten (10) business days prior to the scheduled proposal submission date the reasons for such a challenge or protest in writing. Challenges or protests to a CBE-A/E goal by proposers after that time, or based on reasons not provided in writing within the time frame stated above, shall not be considered by the County Commission. A successful prime proposer or joint venture certified as a CBE-A/E may perform up to one hundred (100) percent of a CBE-A/E subconsultant goal with its own forces provided that the Letter of Agreement, or equivalent, as filed with the proposal submission identifies such prime proposer or joint venture as performing such work.

Proposers who believe that they will fail to meet the specified subconsultant goal due to lack of available first and second tier CBE-A/Es, in order to remain eligible for award of the agreement, must notify SBD in writing at least fourteen (14) calendar days prior to proposal submitted date, advising SBD of the lack of available first and second tier CBE-A/Es and providing full documentation of their efforts to obtain the services of first and second tier CBE-A/Es to meet the goal.

Proposal documents shall provide that:

(i) Only expenditures to first and second tier CBE-A/Es for performing a commercially useful function shall be counted toward meeting a specified subconsultant goal;

(ii. Expenditures to first and second tier CBE-A/Es for acting essentially as a conduit to transfer funds to a non-CBE-A/E shall not be counted toward meeting a subconsultant goal unless such conduct receives prior approval from the Department of Small Business Development as consistent with normal industry practice; and

Expenditures to first and second tier CBE-A/Es who subconsult work further to non-CBE-A/Es shall not be counted toward meeting a subconsultant goal unless such subconsulting receives prior approval from the Department of Small Business Development as consistent with industry practice.

(iv. Only expenditures to first and second tier CBE-A/Es made under written subconsultant agreement executed by both the prime proposer and the first or second tier CBE-A/E shall be counted towards meeting the subconsultant goal.

3. Graduation: Upon review, any CBE-A/E that exceeds the personal net worth or Tier 2 CBE-A/E size limits established by this section shall be graduated from the CBE-A/E program upon notification by SBD. These firms shall be allowed to complete any currently awarded agreements and remain eligible to be awarded agreements as primes or subconsultants for proposal(s) submitted prior to notice of graduation. However, the graduated firm will not be eligible to receive any new agreements under the CBE-A/E program.

C. A/E Advisory Board. There is hereby created a Miami-Dade County Advisory Board for the Small Business Enterprise Architecture&Engineering Program.

1. The A/E Advisory Board will operate as a focal point for the public and with the assistance of the County Mayor or designee, will collect, input, and disseminate information related to economic opportunities within Miami-Dade County government for CBE-A/E business owners.

2. The A/E Advisory Board shall consists of fifteen (15) members, as follows:

- a. Two (2) members to be appointed by the Mayor.
  - b. One (1) member to be appointed by each County Commissioner.
3. The term of the mayoral appointees and that of each commissioner shall be coterminous with the term of the appointing Mayor and commissioner, respectively.
  4. In no event shall an A/E Advisory Board member serve more than four (4) consecutive years.
  5. Members shall serve without compensation.
  6. The A/E Advisory Board may submit interim reports as it deems appropriate.
  7. SBD shall provide appropriate staff support.
  8. Sections 2-11.1(c) and (d) of the Conflict of Interest and Code of Ethics Ordinance of Miami-Dade County are waived for A/E Advisory Board members for transactions arising from the exercise of those powers given the A/E Advisory Board by this section.
  9. The County Mayor shall prepare a report with respect to the A/E Advisory Board pursuant to Section 2-11.37 of the Code of Miami-Dade County.

(4) Certification Requirements: The County Mayor or designee shall implement eligibility criteria and administrative procedures for firms to be certified as CBE-A/Es based on regulations outlined in this section. Firms exceeding size limits established hereunder and under Appendix A of the ordinance from which this section derives are not eligible for measures or participation in these programs.

1. The Department of Small Business Development (SBD) shall maintain and publish at least monthly an updated list of CBE-A/Es.
2. SBD shall not certify an applicant, shall not recertify a CBE-A/E, and shall decertify a CBE-A/E that fails to comply with the criteria or procedures for obtaining or maintaining certification. SBD shall have authority to suspend the certification of a CBE-A/E during any appeal of a certification decision. Firms that have been decertified for non-submittal of documents, may apply for recertification once said documents have been submitted and verified by SBD.
3. Applicants and certified CBE-A/Es must be properly licensed to conduct business with the State of Florida and in Miami-Dade County, must have a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, and must perform a commercially useful function with an actual place of business in Miami-Dade County, not a Virtual Office, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified. A

qualifier can only qualify one CBE-A/E firm. In addition, a Firm shall not be certified unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to the retention and expansion of employment opportunities and the support and increase to the County's tax base.

4. The applicant qualifier of the certified CBE-A/E firm must own at least twenty-five (25) percent of the certified firm's issued stock or have at least a twenty-five (25) percent ownership interest in the certified firm. A CBE-A/E firm may be certified in other technical categories for which the firm has received Technical Certification in accordance with Section 2-10.4 of the Miami-Dade County Code, through a non-owner qualifier.

5. The County Mayor or designee shall establish the frequency and administrative procedures for certification renewal by Implementing Order approved by the Board of County Commissioners. Certification must be in effect at the time of proposal submittal. For successful proposers, certification must be maintained throughout the selection process and contract award. With the exception of provisions previously described for graduation from the CBE-A/E program, loss of CBE-A/E certification will lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es experiencing changes in address or ownership shall notify SBD within thirty (30) days of the effective date of such changes.

6. A business owner, alone or as a member of a group, shall own or control only one CBE-A/E at a time. A business owner, alone or as a member of a group, and any CBE-A/E may not hold more than a ten (10) percent equity ownership in any other CBE-A/E.

7. Applicants for CBE-A/E certification shall, as part of their application, disclose the information specified in subsections (d) (1) and (2) of Appendix A of this Code.

8. SBD may require applicants and CBE-A/Es to submit information regarding their business operations, including but not limited to a breakdown of the applicant's or CBE-A/E's ownership, gross annual sales and/or workforce; however, the race, national origin, gender, shall not be used in the consideration.

(5) Sanctions for contractual violations: Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a proposer's or subconsultant's violation of or failure to comply with this section or its implementing administrative orders may result in the imposition of one or more of the following sanctions:

i. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;

ii. The issuance of fines upon prime consultants for violations of this section;

iii. Work stoppage;

iv. The issuance of a make-up requirement up to two times the value of subconsultant goal;

v. Termination, suspension, or cancellation of the agreement in whole or part;

vi. In the event a proposer or CBE-A/E attempts to comply with the provisions of this section through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the agreement on which the proposer or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the proposer or CBE-A/E has on County projects. In each instance, the proposer or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The proposer or CBE-A/E may also be subject to debarment. Some of the violations that may result in the imposition of the sanctions listed in Section (5) above include, but are not limited to, the following:

1. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
2. A prime successful proposer not meeting CBE-A/E Program set-aside or subconsultant goal requirements;
3. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
4. Failure to submit monthly utilization reports;
5. Failure to comply with CBE-A/E certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
6. Failure to maintain certification as a CBE-A/E;
7. Deviation from the Letter of Agreement, or equivalent, without prior approval from SBD;
8. Termination of the CBE-A/E's agreement without prior approval from SBD;
9. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD;

10. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD;
11. Failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement, or equivalent.
12. Failure to pay subconsultants promptly and in accordance with the administrative procedures under this section.

(6) Administrative penalties. For violation of or noncompliance with this section or its implementing order, proposal(s), and/or competitive selection documents, the County Mayor or designee may impose penalties that include, but are not limited to, the following:

1. The loss of eligibility to be certified as a CBE-A/E for a specified period of time, not to exceed three (3) years, for an applicant or a CBE-A/E, its individual officers, its shareholders with significant interests, and its affiliated businesses.
2. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the noncomplying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not [to] exceed three (3) years.
3. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 10 percent of the amount thereof; for the second deficit, a penalty in an amount equal to 20 percent thereof; for the third and successive deficits, a penalty in an amount equal to 30 percent thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section 10-33.02 of the Code of Miami-Dade County.
4. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal therefrom, the noncomplying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.

(7) Appeals.



1. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this ordinance or its implementing order may appeal such action to the County Mayor or designee by submitting a written request to the County Mayor or designee along with a nonrefundable filing fee to be established by implementing order, within 30 days of issuance of the notice. Upon timely receipt of a request for an administrative hearing, the County Mayor or designee shall appoint a hearing officer pursuant to Section 8CC-2 of the Code of Miami-Dade County, Florida, and fix a time for an administrative hearing thereon. Such hearing officers may be paid a fee for their services, but shall not be deemed County officers or employees within the purview of Sections 2-10.2, or 3-11.1 or otherwise.

2. Upon completion of the administrative hearing, the hearing officer shall transmit his/her findings of facts, conclusions and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

3. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.

(8) County responsibilities. The Department of Small Business Development (or other County department designated by the County Mayor) shall:

1. Administer, or provide oversight for, the CBE-A/E programs and incentives outlined in this section;

2. Provide staff assistance to the Review Committee and the CBE-A/E Advisory Board;

3. Compile and maintain the data necessary to make the appropriate determinations as to the certification and decertification of CBE-A/Es, and to make recommendations for the application of measures to a given agreement;

4. Ensure that an integrated system exists for information gathering, reporting, and statistical analysis including (but not limited to) interfacing with other County financial systems such as FAMIS, Seaport, Aviation, MDHA and MDWASD to obtain actual amount of work orders authorized to firms versus the project award amount (for successful proposers as well as for subconsultants), and interfacing with the GSA mainframe system to access data on vendors and awards;

5. Monitor all agreements for which program measures have been applied in terms of consultant and subconsultant compliance with the provisions of this section;

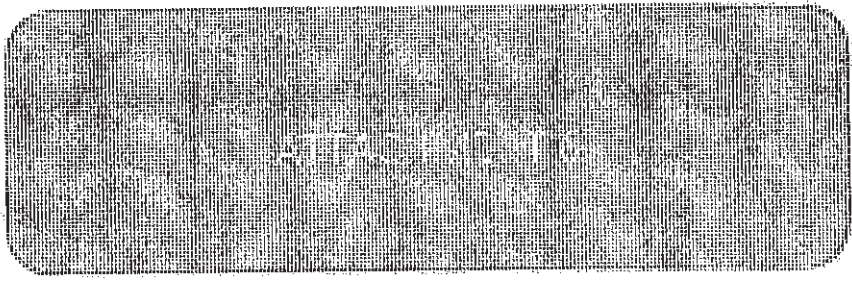
6. Provide assistance in technical and financial matters including:

- a. Assistance in increasing the ability of CBE-A/Es to compete effectively on contracts;
  - b. Conduct of seminars on project management; and
  - c. Assistance in identifying and solving problems on projects.
7. Review and investigate reports of non-compliance, and make the appropriate recommendations to the County Manager or his or her designee as to penalties to be invoked; and
8. Prepare an annual report for the Board of County Commissioners on the results of the CBE-A/E Program.
- (9) Notwithstanding the requirements of this Section, the Mayor or his designee is hereby expressly authorized and directed to establish an expedited process for the creation, review and approval of measures relating to Economic Stimulus Projects subject to Section 2-8.2.7 of this Code. Such process shall be set forth in an administrative order.

#### History

(Ord. No. 01-103, § 1, 6-5-01; Ord. No. 04-120, § 1, 6-8-04; Ord. No. 08-70, § 1, 6-3-08; Ord. No. 08-92, § 2, 7-17-08; Ord. No. 10-83, § 1, 12-7-10; Ord. No. 12-05, § 1, 2-7-12; Ord. No. 11-24, § 1, 5-3-11; Ord. No. 14-61, § 1, 7-1-14; Ord. No. 14-98, § 2, 10-7-14; Ord. No. 15-02, § 1, 2-3-15; Ord. No. 15-29, § 2, 5-5-15; Ord. No. 15-30, § 2, 5-5-15)

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## Implementing Order

MIAMI-DADE

Implementing Order No.: IO 3-34

**Title:** FORMATION AND PERFORMANCE OF SELECTION COMMITTEES

**Ordered:** 3/4/2014

**Effective:** 3/14/2014

### **AUTHORITY:**

Section 1.01 of the Miami-Dade County Home Rule Amendment and Charter and Section 1.01 of the Code of Miami-Dade County.

### **SUPERSEDES:**

This Implementing Order (I.O.) supersedes and replaces previous I.O. 3-34 ordered December 7, 2010 and effective December 17, 2010

### **SCOPE:**

Notwithstanding any contrary provision of any other Administrative Order or Implementing Order, this Implementing Order establishes procedures for the formation and performance of selection committees in the competitive procurement process of Miami-Dade County, including competitive selection committees utilized in the acquisition of architectural and engineering (A&E) professional services under Section 287.055 of the Florida Statutes.

### **POLICY:**

Miami-Dade County shall endeavor to utilize selection committees that are fair, impartial, objective and qualified in the subject matter area in competitive procurement processes for the evaluation of offers, proposals or quotes submitted by individuals and firms seeking contract award. The provisions of this Implementing Order address the County's internal administrative processes and are not intended to serve as a basis to challenge the ultimate selection or contract award recommendation in any particular procurement action. This Implementing Order covers all County procurement processes involving such committees.

All proceedings of a selection committee shall be audiotaped. The Department of Procurement Management (DPM) shall be responsible for audiotaping selection committee meetings when DPM is the issuing department for the solicitation. When DPM is not the issuing department, the department/agency issuing the solicitation shall be responsible for audiotaping the meetings of selection committees.

### **FORMATION OF SELECTION COMMITTEES:**

#### Selection Committee Pool

The pool of potential County selection committee members shall be established by the Department of Small Business Development (SBD). The pool shall consist of the County's executives, departmental subject matter experts, and representatives of the Department of Business Development.

Participants in the selection committee pool shall be required to attend a workshop facilitated by DPM, which describes the role and responsibilities of a selection committee member, advises the pool of Florida's Sunshine Laws and the County's Code of Silence

as they relate to selection committees, and reviews pertinent legislation affecting the selection process. Selection committee appointees who are not part of the selection committee pool and have not attended this workshop shall be required to review a recording of the presentations made at the workshop prior to serving as a member of a County selection committee.

#### Selection Committee Establishment and Composition

DBD shall forward the names of the recommended selection committee members to the County Manager for approval and appointment of the committee. Selection committees formed to evaluate firms under Section 2-10.4 of the Code of Miami-Dade County shall consist of no fewer than five voting members. The composition of the selection committees shall be as follows:

A. The County Mayor or his/her designee may determine the composition of selection committees based on the appropriate expertise required for each acquisition. In establishing a selection committee, the County Mayor or his/her designee will give consideration to appointing County professional and technical staff and qualified non-County voting members.

When possible, at least one and preferably two voting members will be subject matter experts from the private or non-profit sectors, another government organization or from the ranks of retired executives.

B. The chairperson of the selection committee shall be a non-voting member from the professional procurement staff of the Department of Procurement Management (DPM), and if DPM is not the issuing department, then the chairperson shall be a non-voting member from the professional procurement staff of the issuing department/agency. For A&E selections, the non-voting chairperson shall be from the office responsible for the administration of the architectural and engineering selection process.

C. The selection committee should have the technical background necessary for understanding the scope and requirements of the particular procurement. The Director of the user/managing department/agency, and/or the Directors of the Departments of Small Business Development and Procurement Management, may request the addition of non-voting technical advisors to supplement the technical expertise of selection committees.

D. An alternate voting member shall be included at the time the selection committee is appointed, and will become a voting member in the event that substitution of a voting member is required. For Architectural and Engineering selection committees, at least two alternative voting members shall be included at the time the selection committee is appointed.

In all cases of selection committee formulation, the County Mayor or his/her designee shall appoint committees that are balanced in their representation of the Miami-Dade County community with regard to ethnicity and gender.

#### **PERFORMANCE OF SELECTION COMMITTEES:**

Each individual appointed to a selection committee shall sign an affidavit attesting to his/her neutrality and assuring that his/her service on such committee shall be in compliance with the Conflict of Interest and Code of Ethics Ordinance (Sec. 2-11.1).

Any request by County staff, including Department/Agency Directors, to be excused from selection committee service must be in writing, delineating serious and legitimate reasons, and must be signed by the Department/Agency Director and sent to the County Mayor or his/her designee through the Director of the Department of Small Business Development.

The performance of selection committees is subject to the requirements and prohibitions of the County's Code of Silence Ordinance and the State of Florida's Government in the Sunshine Law. Those provisions must be strictly adhered to by committee members.

Periodically, the County Mayor or his/her designee will report to the Board of County Commissioners on the performance of the Selection Committee process. In preparing such reports, the County Mayor or his/her designee shall solicit the input of private and nonprofit sector representatives, representatives of other governmental organizations, and/or retired executives.

**SCORING GUIDELINES:**

Except for selection committees procuring "Professional Services" as defined by Section 2-10.4 of the Code of Miami-Dade County, selection committee members shall be provided written guidelines and shall use the guidelines in preparing their scores for the technical evaluation for each criteria identified in the solicitation.

The guidelines shall be in substantially the form provided below:

Rating	Score as a Percentage of Total Available Points for Criteria	Guidelines
Excellent	90-100%	The proposal's response to the criteria is complete and well defined, providing relevant supporting details and examples. The response to this criteria indicates a high prospect for outstanding performance on the resulting contract. The expectations for this criteria are clearly met or exceeded.
Good	70-89%	The proposal's response to the criteria is generally complete and well defined, providing reasonably well developed responses with a good amount of relevant supporting details and examples. The response to this criteria indicates a moderate to high prospect for good performance on the resulting contract. Most of the expectations are met for this criteria.
Fair	50-69%	The proposal's response to the criteria is fairly complete, but lacking some definition or clarity. The response is not well developed to address the criteria and provides limited supporting details and examples. The response to this criteria indicates a prospect of achieving satisfactory performance on the resulting contract, but there may also be some risk. Few of the expectations are demonstrated to be met for this criteria.

Poor	49% or below	The proposal's response to the criteria is not complete or provides minimal information; lacking sufficient details and examples. The response to this criteria indicates a moderate to high risk of not achieving satisfactory performance on the resulting contract. Does not demonstrate ability to meet expectations for this criteria.
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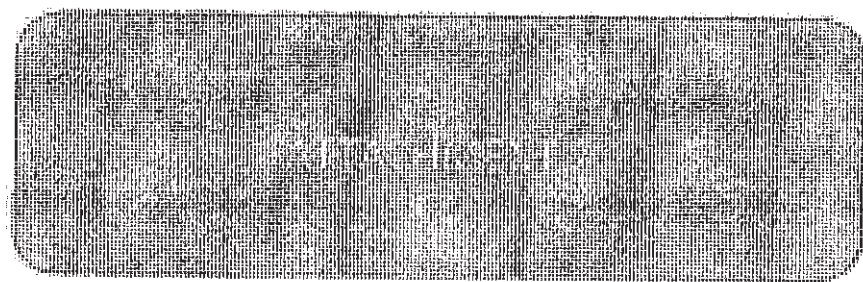
In solicitations where numerical points are assigned, the County Mayor or County Mayor's designee shall review the selection committee scores to determine whether a selection committee member's score would unduly affect the outcome. If the County Mayor or County Mayor's designee makes such a determination, the County Mayor or County Mayor's designee shall request a written explanation from that selection committee member. The County Mayor or County Mayor's designee will determine whether to accept or reject that selection committee member's score, considering the written explanation. If the score is rejected, such information will be provided to the Board of County Commissioners.

**SCORING OF SELECTION COMMITTEES FOR PURCHASE OF PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING AND MAPPING SERVICES:**

For selection committees procuring "Professional Services" as defined in Section 2-10.4 of the Code of Miami-Dade County, the highest and lowest final score for each firm in the first evaluation tier shall be discarded and not used to compute the final total score of such firm.

**EFFECTIVE DATE:**

This Implementing Order shall become effective after approval by the Board of County Commissioners, and shall apply prospectively to selection committees appointed after the effective date.





## Administrative Order

MIAMI-DADE

### Administrative Order No.: 3-39

**Title:** Standard process for construction of Capital improvements, acquisition of professional services, construction contracting, change orders and reporting.

**Ordered:** 6/17/2003

**Effective:** 6/23/2003

#### **AUTHORITY:**

Section 4.02 of the Miami-Dade County Home Rule Amendment and Charter and Charter Section 2-10.4 of the Code Of Miami-Dade County Section 287.055 of Florida Statutes and Sections 2-285, 2-8.2.6 and 2-8.2.7 of the Code of Miami-Dade County and; Resolutions Nos. R-754-97, R-1403-97 and R-1404-97.

#### **SUPERSEDES:**

This Administrative Order supersedes: Administrative Order No. 3-33 - Acquisition of Professional Services, ordered June 5, 2001 and effective June 15, 2001; Administrative Order No. 3-14 - Procedures for the Review of Construction Change Orders and Modifications to Architectural/Engineering Professional Service Agreements Regardless of Dollar Amount or Time Period, ordered and effective October 5, 1993; and Administrative Order No. 3-28 - Classifying, Tracking, Monitoring, and Reporting All Change Orders on Miami-Dade County Construction Projects, ordered February 2, 1999 and effective February 12, 1999.

#### **SCOPE:**

This Administrative Order establishes the standard procedures for user departments to implement, classify, track, monitor and report capital construction projects unless specifically exempted by state or federal law. The Office of Capital Improvements Construction Coordination (CICC) shall be responsible for ensuring the consistency, transparency, and integrity of these processes. Additionally, CICC shall implement standards for status reporting throughout each project's life cycle via an integrated management database comprised of existing systems and Web based software managed by CICC.

This Administrative Order does not apply when valid public emergencies have been formally declared. The provisions of this Administrative Order may be suspended, in whole or in part, at the discretion of the County Manager until normalcy has been restored.

#### **APPLICABILITY:**

This Administrative Order shall be applicable to Miami-Dade County projects funded in whole or in part by County funds, solicitations pursuant to Florida Statutes, Section 287.055 or where the County is the contract agency for construction contracting departments including, but not limited to, Aviation, Department of Environmental Resources Management, General Services Administration, Fire-Rescue, Miami-Dade

Housing Agency, Miami-Dade Transit Agency, Office of Public Transportation Management, Park and Recreation, Public Works, Seaport, Solid Waste, Water and Sewer, Public Health Trust and the Performing Arts Center Management Office.

**EXCEPTION:**

The rules contained in this Administrative Order are advisory in that they are intended to provide guidance to County departments in the conduct of an orderly administrative process. Any deviation from these rules shall not constitute grounds for protest by the participants in the affected procurement. Chapter 2 of the Code of Miami-Dade County shall govern the County's actions at all times. This Administrative Order applies to all capital improvement professional service agreements and construction contracts except where restricted by federal, state or external regulations.

**POLICY:**

This Administrative Order shall govern all phases of the capital improvement construction process including, but not limited to planning, design, and construction. CICC shall be responsible for facilitating the quality and cost-effective implementation of County capital improvement construction projects from initiation through planning, design, construction and project closeout; monitoring and reporting on project adherence to budgets and schedules; and monitoring critical sequencing of linked projects in accordance with County regulations.

Each user department shall be required to utilize a centralized information system to provide real-time project status. CICC shall provide a system for the implementation of countywide capital improvements policy and procedures relating to all aspects of project management and contract compliance. These policies and procedures shall provide the necessary operational guidance to ensure consistency in documentation, reporting, accountability, and management of construction projects (See Exhibit "A" – Sample Checklist). In conjunction with this effort, CICC shall coordinate the training of related personnel, including but not limited to, construction managers, project managers and contract and specifications unit staff to ensure timely and effective implementation of these requirements. CICC shall be responsible for providing a capital project information system to track the life cycle of capital improvement projects. Such system shall interface with existing departmental systems whenever possible and allow real-time access to information via a Web enabled application.

CICC shall develop and maintain standardized contract language and related forms. Standardized interpretation and enforcement of County contracts shall foster more consistent and equitable project management for all contractors among County departments. The County Manager may grant written exemptions from the standards where the protection of life, health, safety or welfare of the community, operational necessity or the preservation of public properties is concerned.

CICC shall ensure adequate advance public notice and citizen participation on County projects, including receiving specifications to ensure minimal adverse impact

to the community and adherence to the Countywide Business Road Impact Assistance Loan Program.

CICC shall ensure that user departments utilize the capital improvement system to provide real-time status of projects. CICC shall conduct random inspections to verify that high quality construction and project management takes place both administratively and in the field during construction. CICC shall monitor consultant, contractor, and departmental performance on contracts and provide the BCC with reports on responsibility and responsiveness. CICC shall also provide the BCC with reports on controversial projects and recommend strategies to improve the process.

CICC shall administer the ratification process for expedite contracts, change orders and amendment or modifications, and shall prepare a ratification list and submit it to the BCC on a quarterly basis in January, April, July and October of each year (See Exhibit "B" – Sample Project Ratification List).

**DEFINITIONS:**

The following definitions, as well as additional terms necessary for understanding the provisions of this Administrative Order, shall apply:

**A&E** means professional architectural, engineering, landscape architecture, land surveying and mapping services.

**Adjusted Bid** means an evaluation process where proposals are evaluated and assigned point values according to a rating system. Qualitative aspects are scored and totaled on a scale of 0 to 100 points and price is divided by that score to yield an "adjusted bid".

**Affiliates** mean business concerns, organizations, or individuals which are affiliates of each other if directly or indirectly, (i) either one controls or has the power to control the other, or (ii) a third party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment and common use of employees.

**BCC** means Board of County Commissioners.

**Capital Construction Project or Capital Project** means a grouping of activities from planning through construction uniquely identifying a constructed or modified fixed asset involving the construction trades.

**Change Order** means a written amendment executed by the County, the Prime Contractor and the Prime Contractor's Surety, covering modifications to the Contract.

**CICC** means the Miami-Dade County Office of Capital Improvements Construction Coordination or the Capital Improvements Coordinator.

**Code** means the Code of Miami-Dade County, Florida.

**Community Business Enterprise or CBE** means a firm as defined in Section 2-10.4.01 of the Code.

**Community Small Business Enterprise or CSBE** means a construction related enterprise as defined in Section 10-33.02 of the Code.

**Compensation** means monies paid to a firm by Miami-Dade County for professional services rendered.

**Competitive Selection Committee or CSC** as defined in Section 2-10.4(5) of the Code, shall be the committee appointed by the County Manager to evaluate qualifications and performance of the firms requesting consideration for the specific project and select the most qualified firm(s) to perform the services.

**Construction Manager-at-Risk or CM-at-Risk**, as defined in Section 10-33.02 of the Code, replaces the general contractor, bids the work out to local trade contractors and is compensated to work cooperatively through the design phase to guarantee the project budget and schedule. The CM-at-Risk may provide a guaranteed maximum price and manage the trade contractors for quality, price and schedule. In most instances, the CM-at Risk firm is qualified under a general contractor's license.

**Continuing Contract** shall mean the term "continuing contract" as defined in Section 2-10.4(1)(f) of the Code and Chapter 287 of Florida Statutes, as the same may be amended.

**County** means Miami-Dade County.

**County Manager** means the executive or administrator responsible for the day-to-day operations of County government or his/her designee.

**County Regulations** means a County ordinance, resolution, administrative order or specification.

**Countywide Business Road Impact Assistance Loan Program** means the loan program established by Resolution R-161-01 as amended by Resolution R-742-02, to provide relief to businesses adversely affected by County funded infrastructure improvement projects, by making available loans with reasonable interest and payment terms. Such projects may include but are not limited to: drainage, road resurfacing, road reconstruction, water and sewer improvements or other major repairs where County roads are disrupted and traffic is rerouted or access to businesses is blocked.

**DBD** means County Department of Business Development.

date. If an evaluation is appealed by the applicable firm, then the County shall not utilize that evaluation when selecting a consultant until the appeal process has been resolved.

## H. Alternative Methods of Acquiring Professional Services

### 1. Equitable Distribution Program (EDP)

The EDP objective is to procure and distribute A&E continuing contract work assignments as defined in Florida Statutes, Section 287.055, for County departments and agencies among all pre-qualified and interested firms. The EDP shall be the County's standard method to obtain such services, unless exempted in writing by the County Manager.

CICC in coordination with DBD, shall implement procedures for the EDP based on the following criteria:

#### a. Qualification criteria

- i. The firm is required to be in business for a minimum of one (1) year and may be required to have a place of business in the County.
- ii. A business owner, alone or as a member of a group, shall own or control only one (1) firm including affiliates in the EDP.
- iii. An individual design professional can only qualify one (1) firm pursuant to the respective Licensing Governing Boards of the State of Florida.
- iv. EDP firms issued a service order shall be required to submit utilization reports to the user department on all new and existing County contracts, including new work authorizations issued after the effective date of the EDP continuing contract.
- v. Firms shall submit an affidavit affirming three (3) years past history of dollars awarded and paid for by the County as a prime and/or sub consultant.
- vi. Upon written notice, a firm shall execute the EDP agreement and submit the required documents and insurance certificates within ten (10) calendar days or lose their position in the EDP listing for a period of one hundred and eighty (180) days.

#### b. After gaining admission into the EDP, each firm shall be ranked in all

**Debar or debarment** means to exclude a consultant or contractor, its individual officers, and its shareholders with significant interests, its qualifying agent and/or its affiliated businesses from County contracts, whether as a prime consultant or sub consultant pursuant to Section 10.38 of the Code - Debarment of Contractors from County Work.

**Departments and Agencies** mean departments, instrumentalities or branches of County government under the supervision of the County Manager.

**Design-Build Contract** means a single contract with a design-build firm for the design and construction of a public construction project.

**Design-Build Firm** means a partnership, corporation or other legal entity that:

- a. Is certified under Section 489.119 of Florida Statutes, to engage in a contract through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- b. Is certified under Section 471.023 of Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

**Design Criteria Package** means concise, performance-oriented drawings and or specifications of the public construction project. The design criteria package shall contain information regarding the County's expectations of a finished project. For a design-build project, the design criteria package shall contain sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a contract. The design criteria package may be as brief as referencing the applicable standards for utility design to specifying performance-based criteria for a public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

**Design Criteria Professional** means an individual or a firm who holds a current certificate of registration under Chapter 481 of Florida Statutes, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471 of Florida Statutes, to practice engineering and who is employed by or under contract to the agency for the provision of professional architectural services, or engineering services in connection with the preparation of the design criteria package.

**Equitable Distribution Program or EDP** represents the process to streamline solicitations for continuing contracts by distributing Architectural, Engineering and Landscape Architecture Professional Services to eligible firms on a rotational basis.

**EDP Firms** represent a group of A&E professional firms that hold a County Pre-Qualification Certificate and are approved by the County to participate in the Equitable Distribution Program.

**Expedite Process** means contracts, change orders and amendment/modifications processed utilizing the authority stated in Sections 2.8.2.5 through 2.8.2.8 of the Code. Contract documents not eligible for processing under the expedited procedure shall be submitted through the normal process in accordance with Section 2.8.3 of the Code.

**Firm** means any individual, firm, partnership, corporation, or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, land surveying and mapping services and may be used synonymously with the term team.

**Florida Statutes, Section 287.055** means "The Consultant's Competitive Negotiation Act". The County may apply any state approved professional services solicitation methodology that is in compliance with this Statute.

**Miscellaneous Construction Contract or MCC** means a type of contract established to procure competitive, cost effective, quality construction services for miscellaneous and emergency construction projects through the creation of a pre-qualified pool of contractors as approved by the Board of County Commissioners.

**Modification** means a written amendment executed by the County, the Professional Firm and the Firm's Surety, covering modifications to the agreement.

**Notice to Professional Consultants or NTPC** means a document soliciting professional services which includes but it is not limited to a description of the scope of services, technical certification requirements, notice of selection criteria and methodology, Review Committee contract measures established for the subject project, data sheets or forms to be completed and submitted as part of the proposal, and submission deadline date.

**Pre-Qualification Certification or PQC** means the annual certification process that includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration, and supplemental forms. All prime consultant or sub consultant firms are required to hold a County Pre-Qualification Certificate at the time of proposal submission deadline date and throughout the contract term if selected, without any lapses.

**Prime Consultant** refers to the firm, which enters into a contract with the County and

of the categories for which the firm is technically certified. Eligible firms shall participate in the EDP for the specified term stipulated in the contract.

- c. Each firm's initial EDP position under the qualified technical certification category is based on the firm's prior years net compensation and/or potential compensation for professional services rendered on County projects.

### **EDP Work Assignment Procedures**

The County Manager shall ensure that the EDP and existing miscellaneous continuing contracts for professional services are utilized appropriately.

- a. The user department shall submit the work assignment request including a detailed scope of work to CICC for assignment of appropriate design professionals in the EDP, or shall obtain written authorization from CICC to utilize an existing continuing contract.
- b. CICC shall review the work assignment request, verify the prime technical certification category required for the scope of work and any additional technical certification categories or specialty requirements that may be needed to complete the scope of work. The next available firms, three (3) primes and four (4) sub consultants per supporting technical certification category, based on their position in the EDP shall be provided to the user department.
- c. The user department shall review the qualifications of the next available prime firms and select the most qualified firm. The selection process may include review of submitted qualifications and telephone interviews. The user department must document the factors utilized to determine most qualified firm. If a prime firm is certified in all of the required technical certification categories, it may perform the required services with its own work force otherwise the prime shall select EDP sub consultants from the top of the rotation. Upon the firm(s) acceptance of the offer of work assignment, the names of the prime firm and sub consultants shall be forwarded to CICC.
- d. A firm acting as a prime or as a sub consultant shall be allowed to decline an offer of work assignment without a reasonable justification only twice per calendar year. After the second time, the firm shall be suspended until further review.
- e. CICC shall have the authority to bypass a firm in the EDP rotation based on the volume of work or unique expertise requirements within a category if deemed to be in the best interest of the County. The



is responsible for coordinating the concerted and complementary input of several firms, individuals or related services to produce a complete study or facility. The prime consultant shall have full responsibility and liability for quality of performance by itself, as well as by sub consultant professionals under its jurisdiction.

**Professional Services** means those services within the scope of the practice of architecture, engineering, landscape architecture, land surveying and mapping, as defined by the laws of the State of Florida; or those performed by an architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

**Professional Service Agreement** or PSA means a contractual relationship to provide those services within the scope of the practice of architecture, engineering, landscape architecture, land surveying and mapping, as defined by the laws of the State of Florida; or those performed by an architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

**Qualifier** means the individual who qualifies the firm for technical certification purposes to do business with the County and holds a license as required by Florida Statutes.

**Respondent** means a firm or team of firms in a prime/sub relationship submitting a proposal in response to a properly advertised Notice to Professional Consultants.

**Responsibility** means that the standards pertaining to the determination of contractor, consultant or vendor responsibility shall be governed by procedures established by administrative order approved by the BCC. The County shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.

**Review Committee or RC** means the committee established by the County Manager to review proposed projects for the application of contract measures.

**Schedule of Participation or SOP** means a form contained in the bid documents to report the planned participation of sub contractors to meet a prescribed goal established in the contract.

**Sub Consultant** refers to a firm having significant input and responsibility for certain aspects of a project as a team member and provides such services under the guidance of the prime consultant.

**Suspension** means an administrative action less severe than debarment, taken by the County Manager to exclude a consultant and/or contractor on a temporary basis from participating in County contracts.

**Technical Certification** means a comprehensive review by the County Technical Certification Committee affirming a firm's eligibility to provide professional services to the County in various technical categories.

## **SECTION I - CAPITAL CONSTRUCTION PROJECT TRACKING AND REPORTING**

### **A. Initial Planning and Scheduling**

All capital construction projects are subject to the Board of County Commissioners prioritization and budget approval. The planning and scheduling functions are key to the success of a project and shall be an element of the initial phase of project development. Upon approval of a capital construction project by the BCC, the user department shall provide CICC with all relevant project data including but not limited to the following:

1. Capital Budget assigned project number
2. Departmental project tracking number(s)
3. Project description
4. Project location
5. Commission district(s)
6. Needs assessment document
7. Funding source including time and use constraints when applicable
8. Initial project schedule including, but not limited to:
  - a. Planned completion of design criteria documents
  - b. Planned land acquisition if applicable
  - c. Planned start of the Architectural and Engineering design
  - d. Planned start of construction
  - e. Planned completion of project

### **B. Design Criteria**

To the greatest extent possible, capital construction projects require that a

design criteria document be prepared prior to the actual design creation. Larger or more complex projects may require a design criteria professional service agreement to prepare these documents. The procedure to utilize a professional service agreement for the creation of the design criteria document is described in SECTION II - ACQUISITION OF PROFESSIONAL SERVICES. The completion of the design criteria document is the first milestone in the capital construction process.

For a miscellaneous design project the design criteria package may be as simple as stating the applicable standards while for a building construction project it may include, but is not limited to, the following:

1. Function of the project
2. Design capacity requirements both short-term and long-term
3. Project constraints including, where applicable:
  - a. Funding
  - b. Time schedules
  - c. Footprint or proposed site plan
  - d. Land availability
  - e. Existing structures
  - f. Location of existing utilities
  - g. Ongoing operations impact
  - h. Permitting and zoning issues
  - i. Traffic planning
  - j. Demographics
  - k. Architectural style
  - l. Landscaping
  - m. Interagency/intergovernmental coordination of on going/future/ planned projects.

If a professional service agreement is used for the acquisition of architectural

and engineering services, the design criteria document should be part of the solicitation package. If it is anticipated that a professional service agreement will be utilized for the design effort, then approximately thirty (30) calendar days prior to the anticipated advertisement the department should have completed the scope of services and design criteria package. The scope of services and technical classifications for the project should be submitted to DBD for the setting of Community Business Enterprise (CBE) goals.

**C. Land Acquisition**

The appropriate Administrative Orders, the Code of Miami-Dade County and Florida Statutes shall govern land acquisition.

**D. Architectural and Engineering Design**

Upon completion and review of the design criteria document, the user department shall enter the design phase of the project. When the design has to be accomplished through the use of a professional service agreement, the procedure specified in Section II - Acquisition of Professional Services, shall apply.

Project progress reporting shall include, but is not limited to:

1. Planned commencement of design effort or notice to proceed to consultant
2. Planned thirty percent (30%) completion (50% for utility design)
3. Planned dry run plans review submission or seventy percent (70%) completion
4. Planned completion of construction specification documents
5. Planned start of construction ground breaking
6. Planned completion of project

**E. Construction**

Approximately thirty (30) calendar days prior to the anticipated advertisement date the user department should have completed the construction specifications package. The user department should create and submit the project data sheet with appropriate trade recommendations to DBD for Review Committee consideration, to establish Community Small Business Enterprise (CSBE) goals. Also, the user department shall initiate the Request to Advertise obtaining required signatures and budgetary approvals. Information to be included on the Request to Advertise and Award Recommendation documents is provided in Section III - Construction Contracting.

The Request to Advertise Project Memorandum shall include, but is not limited to, the following:

1. Pre-bid Meeting Date if applicable
2. Bid opening date
3. Planned Bid Award date
4. Planned pre-construction meeting
5. Planned Notice to proceed
6. Planned groundbreaking
7. Planned completion date

## **SECTION II – ACQUISITION OF PROFESSIONAL SERVICES**

### **POLICY:**

It is the policy of the County to have a fair and equitable selection and distribution process for the solicitation and award of contracts for the performance of professional architectural, engineering, landscape architecture, land surveying and mapping, and design-build services.

### **PURPOSE:**

This section of the Administrative Order establishes procedures for administering the selection process for the solicitation and award of contracts for professional architectural, engineering, landscape architecture, land surveying and mapping, design-build services, and CM-at-Risk.

The acquisition of professional architectural, engineering, landscape architecture, land surveying and mapping, and design-build services follow the basic process as outlined in this Administrative Order. All forms and formats referenced herein shall be promulgated by CICC and adjusted based on policy and procedure directives issued by the appropriate funding authority and may be modified to meet the specific requirements of the funding authority on projects so governed.

Professional service requests that are below the threshold for continuing contracts as established by Florida Statutes, Section 287.055, shall be procured through the use of the Equitable Distribution Program (EDP), unless specifically granted exemption by CICC due to the unavailability of the required technical expertise within EDP or the existence of other consultant agreements established for a specific purpose.

### **A. Request to Advertise for Professional Services**

County departments shall request professional services under Florida Statutes, Section 287.055, applicable County ordinances, resolutions and administrative orders. When professional services are required in excess of the Florida Statutes, Section 287.055 thresholds for continuing contracts, user departments shall:

1. List the project and associated sites in the Automated Budget Development System, as referenced in the County's Capital Budget and Multi-Year Plan or the funding authority and approval allocated for the project.
2. Pursuant to Section 2-10.4.01 of the Code, submit project's relevant data for Review Committee consideration to establish project measures or set aside as deemed appropriate.
3. Prepare the Request to Advertise for Professional Services (RTA) form or electronic facsimile and forward it to the Office of Management and Budget (OMB) to certify funding availability unless exempted by OMB.
4. Upon certification from OMB that funding is available and assignment of project goals by the Review Committee, the user department shall prepare the Request to Advertise Project Memorandum, and submit the package to the County Attorney's Office (CAO) for approval as to legal sufficiency unless exempt by the CAO. The complete package, along with a detailed scope of work and design criteria document shall be submitted to CICC for review. Scope of services and design criteria may differ significantly based on the nature and complexity of the desired professional service agreement.
5. If CICC reviews and recommends that the project qualifies to be processed under the Expedite Ordinance, CICC shall submit the package to the County Manager's Office for concurrence and approval. Conversely, if the Capital Improvements Coordinator recommends that the contract is not eligible or deems it controversial or holding a special interest to the BCC, such recommendation shall be documented and the RTA documentation shall be returned to the user department for processing as a conventional Board Agenda item.
6. The County Manager's approval of the Request to Advertise shall constitute concurrent approval of the goals established by the RC. Upon approval, CICC shall file the documents with the Clerk of the Board, forward a copy to the user department and to the Architectural and Engineering (A&E) Division of CICC to proceed with advertisement.
7. CICC shall include all Requests to Advertise approved by the County

Manager by the authority granted under the Expedite Ordinance No. 00-104 on a Project Ratification List, which shall be prepared on a quarterly basis and presented to the appropriate committee for approval, and subsequent submission to the Board for ratification.

## **B. Solicitation for Professional Services**

The Architectural and Engineering (A&E) Division of CICC shall review the scope of work and design criteria package and, as applicable, incorporate this information in a Notice to Professional Consultants (NTPC) for the solicitation of professional services. Florida Statutes, Section 287.055 and the Code Chapter 2-10.4, stipulate a public announcement for projects. The announcement shall be an abstract of the NTPC issued by the County Manager when a department requires professional services. CICC shall prepare the public announcement for publication in a newspaper(s) of general circulation and on the Internet. The announcement and the NTPC shall be available at the Vendor Information Center. The public announcement shall contain information on obtaining the NTPC, which details scope of services for the project and the procedures to be followed by any firm wishing to be considered to perform such services.

To ensure equity and adherence to all appropriate regulations governing the selection of a professional service provider, CICC shall coordinate and oversee the solicitation as follows:

1. Prepare and publicize the NTPC of solicitations for architectural, engineering, landscape architecture, land surveying and mapping professional services, and design-build services for the County.
2. Schedule, advertise, coordinate and conduct audiotaping of the meetings of selection and negotiation committees in accordance with Administrative Order No. 3-31.
3. Prepare reports, including findings, supporting data and summary meeting minutes for the Competitive Selection Committee (CSC).

## **C. Selection Process**

The selection process shall be performed by the CSC, appointed by the County Manager upon the recommendation of DBD, pursuant to Chapter 2 Section 2-10.4(5) of the Code. The process shall adhere to Florida Statutes, Section 287.055 and is typically composed of a two-tier system: First and Second-Tier. For the selection of professional services the (CSC) may waive the Second-Tier selection process by a majority vote and base their selection on the results of the First-Tier ranking only. Local preference shall be considered where applicable and in compliance with Section 2-8.5 of the Code. During the selection process, CICC shall monitor the points awarded to

each firm by the individual CSC members and investigate and recommend a corrective action by the CSC for any variation in excess of thirty-three percent (33%) of the average score award by all CSC members by criteria. Any such disparities must be resolved prior to continuing the selection process and finalization of the rating.

CICC shall be responsible for verifying that all respondent firms hold a County issued and approved Pre-Qualification Certification at the time of proposal submittal and throughout the contract term if selected, without any lapses (SECTION II, I, 1. Pre-Qualification Certification). Respondents who do not comply with the pre-qualification requirements shall be deemed unresponsive.

**1. First-Tier Selection: (Maximum 100 points)**

In accordance with the selection process, each Competitive Selection Committee member shall complete his or her evaluation sheet for each proposer based on the following selection criteria:

- a. Criteria 1A: Qualifications of firms including the team members assigned to the project (50 points)

Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

- a. Criteria 2A: Knowledge and past experience of similar type projects (20 points)

Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

- b. Criteria 3A: Past performance of the firms (20 points)

Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of three (3) evaluations completed by professional references for work performed within a three-year period or another period stated within the NTPC. For respondents with previous County work experience, CICC shall provide the CSC the available performance evaluation data for each



firm. The firms may be provided a standard performance questionnaire to augment the County's data.

- c. **Criteria 4A: Amount of work awarded and paid by the County (5 points)**

The value for services awarded and paid to each prime consultant or sub-consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub-consultant agreement or fees associated with the subject professional services performed.

- d. **Criteria 5A: Ability of team members to interface with the County (5 points)**

Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

A minimum of three (3) firms shall be selected. The CSC, by majority vote may determine the maximum number of firms to advance from the First-Tier selection to the Second-Tier selection (short-listed).

If three (3) or more firms are tied for the final position to advance to Second-Tier collection, the firms with the highest score on Criteria 1A shall advance. If a tie still exists, the CSC shall consider the firm with the highest score for Criteria 2A, then 3A, then 4A and so on until the tie is broken to determine which firm shall be advanced to Second-Tier selection.

**2. Second-Tier Selection: (Maximum of 100 points)**

Second-Tier evaluation provides the opportunity for the top firms identified in the First-Tier selection to submit additional information and may involve an oral presentation. CICC shall schedule a public hearing and invite each team to make an oral presentation not to exceed a specified duration. Oral presentations, when required, shall be followed by a question and answer period.

The CSC shall evaluate the firms advancing to Second-Tier selection based on the following selection criteria:

a. Criteria 1B: Knowledge of Project Scope (50 points)

Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

b. Criteria 2B: Qualifications of team members assigned to the project (40 points)

Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned (if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

c. Criteria 3B: Ability to provide required services within schedule and budget (10 points)

Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays

At the conclusion of the respondent's proposal review and oral presentation, the CSC shall recommend to the County Manager, in order of preference, the most highly qualified respondents determined as follows:

1. Each CSC member shall assign points on a written ballot in accordance with the established evaluation criteria factors.
2. CICC staff shall record the totals for each respondent and read the information into the record. Final ranking shall be determined by the highest overall Second-Tier score and shall be forwarded to the County Manager for approval.
3. In the event of a tie vote, the first tiebreaker shall be the summation of the First and Second-Tier score totals. The firm

with the highest total point value shall be the top-scoring firm. In the event a tie still remains, the CSC shall consider the firm with the highest points for Criteria 1B, then 1A, then 2B, then 2A until a top ranking firm is identified.

CICC staff shall assist the CSC to report its findings, specifically the three (3) most highly qualified firms, including supporting data, to the County Manager and shall file a copy with the Clerk of the Board.

#### **D. PSA Contract Negotiations**

The County Manager shall select, in order of preference, from the firms recommended by the CSC, the firm with whom the County shall enter into negotiations for each proposed award contract. CICC shall develop standard ranges for A&E fees to include multiplier, principal in charge, key professional personnel rates and additional service fees. For all Lump Sum Cost or Cost Plus a Fixed Fee contract in which a fee shall exceed one hundred and fifty thousand dollars (\$150,000), the County shall require the firm receiving the award to execute a Truth-In-Negotiation Certificate as mandated by Chapter 287 of the Florida Statutes. Negotiations shall be conducted as follows:

1. The County Manager shall appoint a negotiation committee, comprised of a minimum of three (3) members from the CSC. Two (2) members shall be representatives of the user department. The negotiation committee shall attempt to negotiate a Professional Service Agreement for the project with the firm that was ranked first by the County Manager for an amount of compensation, which the negotiation committee determines to be fair, competitive and reasonable. The chairperson shall be a representative from CICC and shall be responsible for scheduling, coordinating and audiotaping the meetings, in accordance with Administrative Order No. 3-31. CICC may delegate the responsibility for across the table negotiation to the user department's representative.
2. Should the negotiation committee be unable to negotiate a satisfactory contract with the firm that the County Manager ranked first, at a price that the committee deems to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated by the County Manager. The negotiation committee shall then undertake negotiations with the firm which the County Manager ranked second. Failing accord with this firm, such negotiations shall terminate, and negotiators shall then undertake negotiations with the firm ranked third by the County Manager.
3. Should the negotiation committee be unable to negotiate a satisfactory contract with any of the selected firms, the County Manager may

choose to negotiate a professional service agreement with the next highest nominated firm until a satisfactory contract is reached, or the County Manager may reject all proposals and re-advertise the project.

**E. PSA Contract Award**

1. Upon successful negotiation of the professional service agreement, the user department shall prepare the Award Recommendation form or electronic facsimile for the selected firm with the recommended contract amount and forward it to OMB for certification of funds availability. If the contract amount differs from the user department's estimated cost by more than ten percent (10%) (increase or decrease), the user department shall justify the variance in the Award Recommendation Memorandum.
2. Once OMB approves funding, the user department shall prepare the Award Recommendation, Project Memorandum, including the Contract Award Recommendation, the DBD pre-award compliance review, along with other supporting documentation, and submit it to the County Attorney's Office for approval as to legal sufficiency. The complete package shall then be submitted to CICC for review and further processing.
3. CICC shall review the package and submit a recommendation to the County Manager's Office for final review and approval signature.
4. Upon approval by the County Manager of the award recommendation, CICC shall file the documents with the Clerk of the Board and forward a copy to the user department to notify all respondents of the award recommendation. If not approved for expedite processing, the package shall be returned to the user department for conventional processing.
5. The user department shall forward originals of the executed contract package to CICC for the County Manager's execution.
6. CICC shall prepare the Expedite Ordinance No. 00-104 Project Ratification List on a quarterly basis and present it to the appropriate committee for approval and subsequent submission to the BCC for ratification.
7. The user department shall provide CICC with copies of the Notice to Proceed, all work authorization information, and progress payment information on a timely basis.

**F. Rejection of All Respondents**

If either the selection process or negotiations fail to result in a contract award, the user department shall prepare a memorandum to Request to Reject all Proposals and Authorization to Re-Advertise.

#### **G. Managing the Professional Service Agreement**

Professional service agreements typically consist of a series of deliverable items with scheduled due dates on each. The key to a successful project is good planning and documentation, as such, a pre-work conference shall take place between the selected consultant and the project manager to outline expectations and review reporting and billing procedures and minutes of this meeting shall be retained in the project file. It is important to closely monitor the consultants' performance and adherence to schedules as well as monitoring quality and the need for rework. To ensure that the project manager and the consultant have a clear understanding of the work product, all work authorizations, revisions, and instructions must be in writing, include the method of payment calculation and schedule of deliverables.

1. User departments shall submit copies of all work issuances to CICC on a timely basis, within five (5) days of issuance, and periodically report on project status.
2. Collect and submit copies of monthly utilization reports for all awarded professional service agreements to DBD. Project invoices may be held if monthly utilization reports are not current.
3. Notwithstanding the County Manager's change order authority, the user department shall notify CICC and DBD in writing of any post-award changes of team composition, scope of services or costs.
4. Notify CICC and DBD promptly when either the contract has expired and/or the budget has been fully expended in the Certificate of Completion or electronic facsimile required by CICC and DBD.
5. User departments shall submit to CICC a performance evaluation for each professional service agreement within thirty (30) calendar days of issuing the certificate of completion. Professional service agreements shall include language advising the firm(s) that a performance evaluation of the services rendered shall be completed by the user department and utilized by the County as evaluation criteria for future solicitations.
6. CICC shall collect performance evaluations for past County work for each applicable firm. Firms shall have the right to review their evaluations and submit a notice of appeal letter and a detailed rebuttal of the ratings contained therein, within thirty (30) days of the issuance

rationale for any such bypass action shall be fully documented.

- f. If negotiations fail, the user department shall notify CICC of such failure and begin negotiations with the next most qualified firm.
- g. If the user department determines that the next available firm(s) is not qualified to perform the services, the user department shall provide in writing to CICC an explanation for the disqualification. The user department shall request from CICC the next available grouping of firm(s) for consideration.
- h. CICC may, upon the written request of the user department director, hire a specific firm qualified in the appropriate technical areas when deemed in the best interest of the County.
- i. CICC shall also have the authority to limit the user department's timeframe to obtain acceptance of work assignment, request additional firms and negotiate a service order.
- j. Simultaneous with the completion of the service order and submittal of final payment request, the user department shall forward to CICC the EDP Closeout Report and the performance evaluation.
- k. In the event that any service order shall be cancelled or changed, the user department shall forward such notification, along with a copy of the change or cancellation notice to CICC.

## **2. Design-Build**

CICC shall be responsible for coordinating the development of design-build solicitations with the user departments and ensuring compliance with Section 287.055 of Florida Statutes. The requested documentation shall be prepared as follows:

### **Design Criteria**

- a. The design criteria package shall be prepared by:
  - i. Licensed professional engineers for engineering projects; licensed professional architects for architectural projects, and licensed professional landscape architects for landscape architecture projects, employed by the County; or
  - ii. Licensed engineering, architectural, or landscape architecture firm(s) selected pursuant to Section 287.055 of Florida Statutes.

- b. The design criteria professional shall have the following responsibilities in the completion of the project:
  - i. Evaluation of the responses received from design-build firms.
  - ii. Supervision and approval of the detailed construction documents of the project, assuring compliance of project construction and design criteria package.
- c. The design criteria professional shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package. This prohibition against rendering services under design-build contracts shall extend to all architectural, engineering, landscape architecture, and land surveying and mapping sub consultants of the design criteria professional.
- d. The design-build request documentation shall contain any other items as required by procedures, laws, ordinances, or prevailing circumstances.

### **Design-build Evaluation/Selection**

The evaluation process for the selection of the best-value design-build proposal shall be based on the adjusted bid process, or as determined by the County Manager based on specific project requirements.

The qualitative aspects of the evaluation shall be based on the First and Second-Tier selection criteria as defined in this Administrative Order. Following the completion of the Competitive Selection Committee's (CSC) evaluations, "price" estimates may be considered to the extent specified in the NTCP. The CSC in reaching a final recommendation may consider significant disparities in the price estimates. The firms with the three (3) lowest "adjusted bids" may then be recommended to the County Manager. The firm with the lowest adjusted bid or the firm providing the best value to the County shall be recommended for negotiations. In the event two (2) or more firms receive identical lowest adjusted bids, the tiebreaker shall be based on the criteria detailed in the Second-Tier evaluation process.

Should the negotiation committee be unable to negotiate a satisfactory contract with the firm with the lowest adjusted bid, at a price, which the committee deems to be fair, competitive and reasonable, the negotiation committee shall recommend that the County Manager authorize to formally terminate negotiations with that firm. Upon the County Manager's concurrence, the negotiation committee shall then undertake negotiations with the second ranked firm. Failing accord with this firm, such negotiations shall terminate and the committee shall then undertake negotiations with

the third ranked firm.

### **3. Construction Manager-at-Risk**

The Construction Manager-at-Risk (CM-at-Risk) method of contracting is typically applied to highly complex projects where the value of obtaining expert oversight of the design phase and contracting phase justify the increased cost and administrative burden.

The County Manager shall approve the use of the CM-at-Risk contracting method based on a review of each individual application. The user department shall include the following documents as part of the Request to Advertise for a CM-at-Risk contract:

- a. Submit the design criteria package along with an explanation identifying the reason for using CM-at-Risk. Include an explanation for the current status of the project design.
- b. Identify the user department's project management team in the form of a functional table of organization.
- c. Identify the user department's recommended representatives to the Guaranteed Maximum Price negotiation committee. Provide an explanation if different from those recommended for the CSC.
- d. Identify method of tracking and responding to Requests for Information (RFI), Value Engineering items, payment processing, and budget and schedule adherence.
- e. Ensure compliance with DBD review for CM-at-Risk projects, in accordance with Section 10.33-02 of the Code as amended on May 6, 2003.

#### **I. Professional Service Requirements**

##### **1. Pre-Qualification Certification (PQC)**

- a. Firms interested in providing professional services for the County must have an active PQC, issued by the County through DBD, prior to the submittal deadline of any solicitation, which shall be maintained without lapse throughout the course of the project.
- b. The user department, along with the certifying committee, shall review the statement of qualifications and supporting documentation to ascertain whether a firm is fully qualified to render the services they are seeking to be certified in.



- c. The PQC is the culmination of the various certification processes. It shall be applicable to the general selection methodology or a specific project and shall include, but may not be limited to, technical certification, affirmative action plan verification, vendor registration, execution of the basic County affidavits, supplemental forms, and any further requirements established by the BCC.
- d. Application packages for PQC may be obtained from and submitted to DBD. It shall be the sole responsibility of interested firms to obtain and complete required forms and submit their PQC application packages to DBD. Furthermore, firms shall be responsible to ensure that their PQC information is current and active by renewing in advance of the expiration date. Incomplete application packages shall not be reviewed until the correct submission has been received.
- e. The PQC shall be valid for a one (1) year, provided all eligibility requirements are current.
- f. By applying for and being issued the PQC, a firm agrees to allow the County access to review and verify information relating to the applicant's PQC application during normal business hours, commencing on the day after the PQC has been issued until its expiration date.
- g. All applicants shall execute an affidavit attesting to the fact that all statements submitted in their PQC application are true and correct and that documentation and information regarding actual work performed on any project, payment thereof, number of employees, etc., are accurate.

## **2. Responding to a Professional Services Solicitation**

Firms responding to an advertisement for professional services must adhere to the following requirements:

- a. Respondents, including prime consultants and sub consultants in a prime/sub relationship, must maintain an active PQC from the time of proposal submission to completion of the professional service agreement without lapse.
- b. Except where restricted by federal, state laws or external regulations, respondents must submit and respond either as a prime consultant or sub consultant. Failure to comply with this provision shall result in all affected firms to be considered unresponsive. A firm shall only respond once for the role of prime consultant for each solicitation.
- c. Sub consultants teaming restrictions shall not be imposed unless

extensive availability of technically certified firms in the technical categories requested exist. In such cases, CICC may limit sub consultants to participating on a fixed number of teams. Any such limitation shall be published in the NTPC.

- d. Respondents shall allow the County reasonable access, during normal business hours and for a specific purpose; to audit the books and records relating to the respondent's submitted proposal commencing on the day after the proposal submission date to the date a firm is selected. The selected firm shall permit right of access throughout the term of the contract.
- e. Prime consultants shall submit completed monthly utilization reports in the form specified by the County to user departments as outlined in Administrative Order 3-32, Section XII, Contract Administration, Compliance and Monitoring.
- f. Respondents must submit any change or deviation from the approved team composition as presented in the selection process to the County for approval.
- g. If at any time, the County has reason to believe that any person or firm has provided incorrect information or made false statements in a submittal, proposal or oral presentation before a selection committee, the County Manager shall refer the matter to the Office of the Inspector General and in addition to pursuing any other legal remedies, may recommend termination of the contract, and inform the State Attorney's Office and/or other investigative agencies. Further, the County may initiate suspension and or debarment proceedings in accordance with County policy and or applicable federal, state and local laws.

#### **J. Sanctions for Contractual Violations**

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

1. Suspension of any payment or part thereof until such time as the issues concerning compliance are resolved.
2. Issuance of fines to prime consultants for violations of this

Administrative Order or lapses of required insurance, which may be up to two percent (2%) of the contract amount to be deducted directly from future payments.

3. Termination, suspension, or cancellation of the contract in whole or in part. For EDP firms, ranking adjustment for an amount two (2) times that of the non-utilized sub consultant or placement in an inactive status shall apply.
4. In the event that a firm attempts to comply with the provisions of this Administrative Order through fraud, misrepresentation, or material misstatement, or is found to have committed such acts, the firm and its principals may be suspended, debarred or subject to criminal prosecution based on the specific circumstances.
5. In addition, and as a further sanction, the County Manager may impose any of the above stated sanctions on any other contracts or sub consultant contracts the firm has with the County. In each instance, the firm shall be responsible for all direct and indirect costs associated with such termination or cancellation including, but not limited to, attorney's fees and costs. The firm may also be subject to suspension or debarment.
6. Some of the violations that may result in the imposition of the sanctions listed above include, but are not limited to, the following:
  - a. Failure to comply with Pre-Qualification requirements, not reporting organizational and operational changes, providing inaccurate or false information, and other related violations.
  - b. Deviation from the Schedule of Participation, or equivalent, without prior approval from DBD and notice to CICC.
  - c. Reduction of the scope of work of a sub consultant contract without prior approval from CICC.
  - d. Modifications to contract terms and/or fees paid without prior approval from CICC.
  - e. Failure to comply with program requirements.
  - f. Subcontracting work to a non-EDP member without written authority of the County.

**K. Administrative Penalties**

For violation of or non-compliance with this Administrative Order, proposal(s), and/or consultant selection documents, the County Manager may impose the loss of eligibility to participate in County contracts for a specified period of time, not to exceed five (5) years, for an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses.

#### **L. PSA Support Functions**

In addition to the functions outlined in SECTION II, ACQUISITION OF PROFESSIONAL SERVICES, CICC shall:

1. Maintain consultant performance evaluation records for consideration of County departments or selection committees.
2. Conduct workshops for employees participating in the County's CSC pool to describe the role and responsibilities of members and review pertinent legislation affecting the selection process.
3. Record the user department's utilization of authorized continuing contracts to monitor fair and equitable utilization.
4. Administer the Equitable Distribution Program (EDP) including the review of service orders and the appropriate selection of firms.

DBD responsibilities include, but may not be limited to, the following:

1. Administer the Pre-Qualification process for architectural, engineering, landscape architecture, land surveying and mapping firms and provide related information to CICC.
2. Administer the pool of County employees available to serve on the CSC. Update the CSC membership roster bi-annually.
3. Review proposals for pre and post compliance with participation measures, requirements and issuance of performance memorandums.
4. Provide work history, data and reports to CICC reflecting the amount awarded, and or paid to the prime and sub consultants for selection ranking and/or EDP rotation.

### **SECTION III - CAPITAL CONSTRUCTION CONTRACTING**

#### **POLICY:**

This section of the Administrative Order governs capital contracts and the expedite process authorizing the County Manager to advertise, negotiate and award uncontested contracts for funded capital improvement construction projects and certain unanticipated funded capital repair or rehabilitation projects as well as qualifying professional service agreements.

Ordinance No. 00-104 adopted on July 25, 2000, amended expedite procedures already enacted by the Board of County Commissioners to promote efficiencies for processing construction projects funded by the Safe Neighborhood Parks Bond and the Quality Neighborhoods Improvement Program, and to proceed with contracts related to natural disaster or declaration of an emergency by the President of the United States under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Sections 2-8.2.6 and 2-8.2.7 of the Code, as amended, authorize the County Manager, subject to BCC ratification, to approve and expedite capital projects authorized therein.

Eligible projects and contracts may include:

- Approved funded capital construction projects involving the expenditure of more than \$500,000 where no protest is filed within the timeframe specified in Section 2-8.4 (b) of the Code, and all associated professional service agreements.
- The negotiation and settlement of contractor claims, change orders issued for additional work and amendments/modifications to professional service agreements, if specified in the bid specifications and the contract document. Change orders and amendments/modifications shall not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and shall not exceed fifteen percent (15%) of the contract price in the cumulative percentage amount, unless related to environmental remediation or health requirements.

The County Manager is authorized by the Code, Section 2-8.1(b) to advertise for bid, award, and reject bids or proposals for contracts and purchases when the transaction involves the expenditure of five hundred thousand dollars (\$500,000) or less without the need for further action by the BCC.

All eligible capital construction contracts shall be processed utilizing this procedure and standard forms developed by CICC. Contracts deemed controversial in nature or holding special interest to the BCC, shall be processed as a Board Agenda item.

#### A. Capital Construction Contracting

## 1. Request to Advertise

- a. The user department prepares the Request to Advertise (RTA) form or electronic facsimile, which constitutes a solicitation for construction activity and forwards it to the Office of Management and Budget (OMB) to certify funding availability.
- b. Once funding is approved, the user department is responsible for submitting the RTA form along with project data including departmental recommendations as to Community Small Business Enterprise (CSBE) measures, and any other relevant documents related to the project to the Department of Business Development Review Committee (RC) for consideration of contract measures.
- c. The RC and its Chairperson shall execute the DBD Project Worksheet, obtain concurrence from the County Manager's Office and then return the document to the user department.
- d. The user department shall prepare a package including the RTA form, DBD Project Worksheet and Project Memorandum. The Project Memorandum must include OMB certification of funds availability and must be reviewed and approved by the County Attorney's Office as to legal sufficiency. The complete package shall be submitted to CICC for review and further processing.
- e. CICC shall review and analyze the solicitation and shall submit a recommendation to the County Manager's Office relating to contracting issues including the applicability of the Expedite Ordinance.
- f. If CICC recommends that the project qualifies to be processed under the Expedite Ordinance, the package shall be submitted to the County Manager's Office for concurrence and approval. Conversely, if CICC determines the contract is not eligible or deems it controversial or holding a special interest to the BCC, the documentation shall be returned to the user department for processing in a conventional manner. The County Manager's approval to advertise the project shall constitute approval of the goals established by the RC. Upon approval, CICC shall file the documents with the Clerk of the Board and forward a copy to the user department to proceed with advertisement. For projects requiring BCC approval, the user department shall complete the BCC version of the Project Memorandum, a transmittal letter addressed to the County Manager and the County Manager's Recommendation Memorandum to the BCC to initiate standard

contract processing.

- g. Upon the County Manager's approval of the RTA, CICC shall file the documents with the Clerk of the Board and forward a copy to the user department to proceed with advertisement.
- h. CICC shall include all Request to Advertise approvals made by the County Manager by the authority granted under the Expedite Ordinance No. 00-104 on a Project Ratification List, which shall be prepared on a quarterly basis, presented to the appropriate committee for approval and subsequently shall be submitted to the BCC for ratification.

**User Departments shall:**

- a. Include a "Terminate For Convenience" clause in the bid specifications and contract document.
- b. Utilize the standard bid specifications and contract documents, which include a clause indicating the County Manager may negotiate and settle contractor claims, issue change orders for additional work and amend/modify PSAs, which do not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and do not exceed fifteen percent (15%) of the contract price in the cumulative percentage amount or the criteria established in the Code Section 2-8.2.7, as amended.
- c. Ensure that all contingency and allowance accounts conform to the requirements of the Code, Section 2-8.1(h) as amended.
- d. Notify DBD and CICC of changes in scope of work subsequent to recommendation by the RC and prior to advertisement. DBD shall review the change and recommend to the County Manager via CICC, whether the contract requires further review by the RC.
- e. Notify DBD and CICC of any contract advertisement dates that are in excess of one hundred and twenty (120) days of the initial RC recommendation allowing DBD to identify any changes in availability. After six (6) months, all contracts should be resubmitted to DBD to establish current availability. CICC shall be notified of the revised RC recommendation and shall submit the revised documentation to the County Manager for approval.

**2. Construction Contract Award**

- a. Upon opening of bids, the user department shall obtain verification

of contractor compliance with the CSBE program, prepare the Award Recommendation form or electronic facsimile with the selected bidder and forward it to OMB for certification of funds availability.

- b. If the contract award recommendation amount differs from the user department's estimated cost provided in the RTA by more than ten (10%) percent (above or below estimate), the user department shall justify the variance in the Project Memorandum. Larger variances shall require additional explanation and support including a statement from the design engineer or architect.
- c. Once funding is approved, the user department shall prepare a package including the Award Recommendation, the DBD Verification of Contractor Compliance, the Bid Tabulation form or electronic facsimile, the DBD Project Worksheet, the OMB approval form, the Project Memorandum form or electronic facsimile, with the approval of the County's Attorney's Office as to legal sufficiency and any other relevant documentation. The complete package shall be submitted to CICC for review and further processing.
- d. CICC shall review the package and submit a recommendation to the County Manager's Office for final review and approval.
- e. Upon approval by the County Manager of the award recommendation, CICC shall file the documents with the Clerk of the Board and forward a copy to the user department to notify all firms of the award recommendation for the project and proceed with the contract award. The award recommendation shall not constitute an executed contract until approved by the BCC or executed by the County Manager under the authority granted by the BCC.
- f. If a protest is filed with the Clerk of the Board within ten (10) calendar days of filing the documents approved by the County Manager, existing procedures for processing bid protests shall govern. The filing of a protest nullifies the County Manager's approval and requires the user department prepare and submit a formal Board Agenda item unless the Hearing Examiner concurs with the County Manager's recommendation.
- g. Upon expiration of the bid protest period without a bid protest being filed, the user department shall proceed with the execution of the contract. The user department shall forward a copy of the executed contract package to CICC for the County Manager's execution.
- h. CICC shall prepare the Expedite Ordinance No. 00-104 Project



Ratification List on a quarterly basis and present it to the appropriate committee for approval and subsequent submission to the BCC for ratification.

- i. If all bids are rejected, the user department shall prepare the Project Memorandum, Request to Reject all Bids and Authorization to Re-Advertise for Bids, including detailed justification for rejection of all bids and the rationale to re-advertise without modifying original specifications. If the reason for rejection is related to the allotted budget for the particular project, the user department should demonstrate changes that would affect pricing.
- j. The user department shall forward the Project Memorandum to OMB for approval and once approved, shall submit documentation to DBD to initiate the re-advertising process following the procedures outlined in this Administrative Order.

### **3. Execution of Contract Options**

If options to extend or increase funding are provided for in the contract, the user department may recommend exercising the contract option as follows:

- a. The user department shall prepare the amendment identifying the specific contract and options being executed. The amendment must be signed by the contractor, reviewed and approved by the County Attorney's Office as to legal sufficiency, then submitted to CICC for further processing. If the contract option being executed involves an increase of the contract amount, the user department shall obtain an Increase Rider and an Executed Payment and Performance Bond and submit these forms to CICC along with the amendment.
- b. CICC shall review the documentation and submit a recommendation to the County Manager's Office for final review and approval.
- c. Upon approval by the County Manager, CICC shall file the documents with the Clerk of the Board and forward a copy to the user department.

### **B. Unanticipated Funded Capital Repair and Rehabilitation Projects**

Unanticipated funded capital projects not specified in the Annual Proposed Capital Budget and Multi-Year Capital Plan for fiscal year 1999-2000, or subsequent fiscal years may be included in the expedite process by approval of a resolution by the BCC. Upon BCC approval, the process shall be as follows:

1. The user department shall submit the project to OMB for approval of funding source and level of funding intended for use on the project.
2. The user department shall prepare the resolution and accompanying documentation for BCC approval to process the project(s) under Expedite Ordinance No. 00-104.
3. Upon BCC approval of the resolution, the project may proceed in accordance with the procedures outlined in this Administrative Order.

**C. Alternative Methods of Acquiring Construction Contracts**

**1. Miscellaneous Construction Contracts (MCC)**

MCCs are developed to obtain competitive, cost-effective, quality construction services for miscellaneous and emergency construction projects, within specified parameters as approved by the Board of County Commissioners. County departments and agencies participating in this type of contract are required to maintain licensed, well-trained, knowledgeable staff to manage these construction activities, unless exempted by the County Manager.

The County Manager shall ensure that MCCs are utilized as approved by the BCC and that work assigned under this type of contract, is fairly and competitively awarded to the targeted business sector.

CICC shall implement procedures for MCCs based on, but not limited to, the following criteria:

- a. Each qualified contractor shall submit an application based on the criteria established for each MCC solicitation.
- b. Participating contractors are required to register with the Miami-Dade County Department of Procurement Management.
- c. A business owner, alone or as a member of a group, shall own or control only one company affiliated in a MCC.
- d. An individual qualifying agent can only qualify one (1) company pursuant to the respective Licensing Governing Boards of Miami-Dade County.
- e. Contractors shall submit and maintain insurance policies as stated in the contract and approved by the General Services Administration, Risk Management Division.

- f. Contractors shall submit all applicable executed responsibility affidavits as required by the County.

Upon qualifying to participate in a Miscellaneous Construction Contract, the contractor shall be listed in all of the trade categories for which the contractor is licensed and certified to perform.

#### **MCC Request for Price Quotation (RPQ)**

- a. The user department shall submit the RPQ including a detailed scope of work, required trade qualifications and project cost estimate to CICC.
- b. CICC shall review the RPQ and the noted trade category required for the scope of work, as well as any sub-trade categories or specialty requirements that may be needed to complete the scope of work. Based on the constraints of the specific MCC to be accessed, CICC shall provide the user department a list of eligible participating contractors.
- c. The user department shall review the qualifications of the available contractors and invite all firms provided by CICC as qualified contractors to participate in the invitation to bid.
- d. If the user department determines that the available contractors are not qualified to perform the services, the user department shall provide to CICC a written explanation for the disqualification for the particular RPQ. The user department shall request from CICC additional contractors to invite to bid.
- e. Upon the user department's acknowledgement of the lowest responsible bidder, a recommended Bid Award and Notice to Proceed and the names of the prime contractor and any sub contractor(s) shall be forwarded to CICC. If a contractor is certified in all of the required trade categories, it may perform the required services with its own work force.
- f. Upon the user department's recommendation of an award, a copy of the award letter shall be forwarded to CICC and DBD.
- g. Upon completion of the project and submittal of final payment request, the user department shall forward the certificate of completion and completed performance evaluation to CICC.
- h. In the event that any project shall be cancelled or changed, the user

department shall forward such notification to CICC and DBD.

- i. The user department shall immediately notify CICC and forward a copy of any notice to cure, notice of non-payment, breach of contract or any other adverse condition or delinquency notification issued to or by a contractor.

2. **Design-Build** [Refer to SECTION II, H, 2 of this Administrative Order]

3. **Construction Manager-at-Risk** [Refer to SECTION II, H, 3 of this Administrative Order]

## **SECTION IV - CHANGE ORDERS AND PSA AMENDMENTS/MODIFICATIONS**

### **SCOPE:**

This section establishes the procedures for user departments to implement and maintain on a timely basis an internal formalized classifying, tracking, monitoring and reporting system for all change orders or amendments to design and construction projects. Specific construction change order information shall be supplied to DBD and CICC, who shall be responsible for maintaining and integrating this information into a countywide construction award and change order database for quarterly reporting to the County Manager.

### **PROCEDURE:**

The user department shall prepare a change order for additional work or time extension or an amendment/modification to a PSA, if such authority is specified in the bid specifications or contract, for approval by the County Manager, subject to BCC ratification under the Expedite Ordinance No. 00-104, for:

- Compensation for time extensions and contractor claims which shall not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and shall not exceed fifteen percent (15%) of the contract price in cumulative percentage amount.
- Environmental remediation or health requirements in any amount.
- Reduction of contract scope and contractor compensation.
- Granting time extensions without compensation or waiver of liquidated damages.

### **A. Change Orders and Amendments/Modifications**

1. The user department shall prepare a package including the change

order, amendment or modification form or electronic facsimile with the appropriate approvals from DBD, OMB and the County Attorney's Office, the change order or amendment/modification memorandum, and the following exhibits: Exhibit "A" DBD Firm History Report, Exhibit "B" Summary of Bids and Exhibit "C" Detail of Contingency and Contract Usage. The package shall be submitted to CICC for review and further processing.

2. CICC shall review the package and submit a recommendation to the County Manager's Office for final review and approval. If the County Manager determines that, based on CICC's recommendation, the change order, amendment or modification is not eligible to be processed under the Expedite Ordinance No. 00-104, or deems it controversial or holding a special interest to the BCC, the documents shall be returned to the user department for processing as a regular Board Agenda item.
3. Upon approval by the County Manager, CICC shall file the documents with the Clerk of the Board and forward a copy to the user department.
4. CICC shall prepare the Expedite Ordinance No. 00-104 Project Ratification List on a quarterly basis, present it to the appropriate committee for approval and subsequent submission to the BCC for ratification.

#### **B. Change Order Memorandum Requirements**

Change Order Memorandum requirements shall include, but not be limited to, the following:

1. The original cost estimate for the construction of the project.
2. A copy of the original Bid Tabulation for all bids received for the contract.
3. The time impact to the contract period (in days).
4. The cost impact to the contract value.
5. The classification of the type of change order in at least one of the following categories (multiple classifications are allowed):
  - a. **Regulatory Change:** change caused by revisions in federal, state or local regulations after contract award.
  - b. **Other Agency Requested Change:** change requested by other

county, state or federal agency.

- c. **Design Errors Change:** change caused by design errors on the part of the architect or engineer. The identity of the party believed to be responsible for the design error shall be stated.
  - d. **Design Omission Change:** change to include items necessary for the project that were inadvertently not included in the contract. This type of change differs from Design Errors Change, in that the County would have paid for such items if included in the original bid. The identity of the party believed to be responsible for the design omission shall be stated.
  - e. **County Requested Change:** change caused by revision in the County's programmatic requirements, operational requirements, or occupancy schedule after contract award.
  - f. **Unforeseen or Unforeseeable Change:** change such as differing sub-soil conditions, variation in location of hidden or underground utilities, unforeseeable environmental requirements or unavailability of specified product(s) due to manufacturer's discontinuance.
  - g. **Force Majeure:** an unexpected or uncontrollable event.
6. **Cost Overruns or Underruns:** a final balancing change order of those costs, which exceed or fall below the estimated contract amount.
  7. The change order number (i.e., Change Order No. 1).
  8. The word 'Final' when applicable (i.e., Change Order No. 2 and Final).
  9. The history of previous change order requests to the contract.
  10. Indication of the timely submittal by the contractor. If the change order was not timely submitted, the following statement should be included in the County Manager's memorandum: "The contractor did not submit this claim during the time provided in the contract for making claims. The Board of County Commissioners has no legal obligation to consider this claim."
  11. The status of the allowance account including the original amount, any increases or decreases and the current balance.

This Administrative Order is hereby submitted to the Board of County Commissioners  
of Miami-Dade County, Florida.

Steve Shiver  
**County Manager**





## MIAMI-DADE COUNTY IMPLEMENTING ORDER

### STANDARD PROCESS FOR THE ACQUISITION OF PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURE, LAND SURVEYING AND MAPPING SERVICES, GENERAL CONSTRUCTION SERVICES, AND OTHER PROJECT DELIVERY METHODS

#### AUTHORITY:

Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter, Section 2-10.4 of the Code of Miami-Dade County, and Florida Statutes, Sections 255.20 and 287.055.

#### SUPERSEDES:

This Implementing Order (IO) supersedes Administrative Order (AO) No. 3-39, Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, ordered June 17, 2003, and effective June 23, 2003.

#### SCOPE:

This IO establishes the procedures for implementation of an orderly administrative process for the acquisition of professional architectural, engineering, landscape architecture, and land surveying and mapping (A&E) services, including design-build, construction manager-at-risk, and the Equitable Distribution Program (EDP), and for the acquisition of general construction services either through the Miscellaneous Construction Contracts (MCC) or other forms of alternative project delivery methods (the "covered services"). The Internal Services Department (ISD), or its successors, shall be responsible for ensuring the consistency, transparency, and integrity of any of these competitive selection processes.

This IO shall be applicable to Miami-Dade County project solicitations seeking the acquisition of professional services or general construction services as described above, which are governed by the Consultants' Competitive Negotiation Act of 1971, Florida Statutes Section 287.055 and Florida Statutes Section 255.20, and Section 2-10.4 of the Code of Miami-Dade County.

This IO does not apply when valid public emergencies have been formally declared. For the purposes of this IO, an emergency is an unforeseen or unanticipated urgent and immediate need for goods or services where the protection of life, health, safety or welfare of the community or the preservation of public properties would not be possible using any of the other purchasing methods described in this IO.

This IO applies to all capital improvement professional services agreements, including design-build contracts, and construction contracts except where restricted by federal, state, or external regulations.

## **DELEGATION OF AUTHORITY; RESPONSIBILITIES OF ISD:**

Delegation of authority to the ISD Director by the County Mayor is pursuant to Section 2-10.4 of the Code of Miami-Dade County. To ensure equity and adherence to all applicable regulations governing the selection of a service provider, ISD shall coordinate and oversee as follows:

1. Provide advice regarding different project delivery methods and make recommendations to the client department on contracting strategies.
2. Prepare the solicitation documents for the acquisition of the covered services described in this IO with input from the client department, and advertise each solicitation.
3. Schedule, advertise, record, coordinate and conduct the selection and negotiation committee meetings for the acquisition of professional architectural, engineering, landscape architecture, and land surveying and mapping (A&E) services, including design-build and construction manager-at-risk services as covered services described in this IO.
4. Indicate, in applicable solicitation(s), any participation restrictions specific to the solicitation, or subsequent acquisition of professional architectural, engineering, landscape architecture, and land surveying and mapping (A&E) services, including design-build and construction manager-at-risk projects.
5. Identify in the advertisement restrictions, exclusions, and/or exemptions from consultant participation in potential forthcoming services. Include clarification in the advertisement of who may or may not participate on the specific solicitation as a result of specific requirements, previous contractual engagements, conflict of interests, or competitive advantage.
6. The A/E selection coordinator or designee shall be responsible for requesting and receiving any additional information from proposers after submittal deadline.
7. Ensure compliance with this IO.

## **POLICY:**

This IO shall govern all phases of the Miami-Dade County administrative process, through ISD, for the acquisition of the covered services. Each client department shall be required to capture real-time project status utilizing the Capital Improvements Information System (CIIS), or other current, available database, to oversee the implementation of County capital improvement construction projects from initiation through planning, design, construction, and project closeout, reporting on project adherence to budgets and schedules, and monitoring critical sequencing of linked projects in accordance with County regulations. ISD provides a system for the implementation of countywide capital improvement policies and procedures relating to project management and contract compliance. The policies and procedures provided to client departments shall provide the necessary operational guidance to ensure consistency in documentation, reporting, accountability, and management of capital

improvement projects. Such system shall interface with existing departmental systems whenever possible, and allow access to information via a web-enabled application.

ISD will develop, maintain and periodically update standardized contract language and related forms, and standardize interpretation and enforcement of County professional services and construction contracts to foster consistent and equitable project management among County departments. The County Mayor or County Mayor's designee may grant written exemptions from the standards where the protection of life, health, safety or welfare of the community, operational necessity, or the preservation of public properties is concerned.

#### **DEFINITIONS:**

The following definitions are applicable in this IO:

**A&E:** This term is used interchangeably with "Professional Services."

**Adjusted Bid:** An evaluation process where proposals are evaluated and assigned point values to a rating system. The price divided by the total qualitative points yields an "adjusted bid." This process is used for design-build processes.

**Advancing Firms:** Proposers selected by the Competitive Selection Committee to advance to the next phase of the evaluation process.

**A&E Consultant Coordinator:** An ISD staff member responsible for managing the A&E selection process, who also serves as the assigned non-voting chairperson of the selection and negotiation committees.

**Affiliates:** Business concerns, organizations, or individual relationships in which directly or indirectly, (i) either one (1) party controls or has the power to control the other party, or (ii) a third party controls or has the power to control the other two parties. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized by a debarred entity, individual, or affiliate following the debarment of a contractor that has the same or similar management, ownership, or principal employees as the contractor that was debarred or suspended, as defined in Section 10-38 of the Code.

**Affirmative Action Plan (AAP):** A plan which sets forth the procedures the entity utilizes to demonstrate its track record in regard to equitable employment, promotion, and procurement practices.

**Agency:** Instrumentality or branch of County government under the supervision of the County Mayor or County Mayor's designee. Term is synonymous with client department.

**Amendment:** A written supplemental agreement executed by the County and the vendor, covering modifications to a professional services agreement.

**Board of County Commissioners (Board):** The governing body of unincorporated Miami-Dade County.

**Best Value:** A process of selection in which the final selection criteria primarily includes qualitative subjective considerations in addition to price and not solely a low bid price, or an adjusted bid.

**Change Order:** A written agreement executed by the County, the vendor and the vendor's Surety, covering modifications to a design and/or construction contract.

**Code of Miami-Dade County, Florida (Code):** The systematic and comprehensive compilation of Miami-Dade County laws, rules, or regulations that is consolidated and classified according to subject matter.

**Compensation:** Monies paid to an entity, by Miami-Dade County, for covered services rendered to Miami-Dade County.

**Competitive Selection Committee (CSC):** The committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for a specific project, as defined in Section 2-10.4(5) of the Code.

**Construction Contract:** The agreement executed by a vendor and the County covering the performance of the work including the furnishing of labor, superintendence, materials, tools and equipment as indicated in the Contract Documents. The term "Contract" shall have the same meaning.

**Construction Manager-at-Risk (CM-at-Risk):** A procurement method which allows for a firm, following a competitive selection process, to establish a maximum price, act as the general contractor, bid work to trade contractors, and work cooperatively through the design and construction phases with a guaranteed project budget and schedule.

**Consultant:** Architect, Engineer, the County or its authorized representatives identified in the Notice-to-Proceed letter, including but not limited to the resident Architect/Engineer, the Construction Manager, the County's representatives and the Architect/Engineer of Record. In the event an Architect/Engineer is not employed on the project, the term "County" may be substituted for Architect/Engineer.

**Continuing Contract:** A contract for professional services entered into accordance with all the procedures of the Consultants' Competitive Negotiation Act, as defined in Section 2-10.4(1)(f) of the Code, and Florida Statutes, Section 287.055.

**Contract:** An executed agreement between an entity and Miami-Dade County. Term is synonymous with Professional Services Agreement (PSA), design-build contract, or construction contract.

**Contract Measures:** A portion of work sheltered specifically to be performed by available certified Small Business Enterprise (SBE), and/or Disadvantaged Business Enterprise (DBE) or successor sheltered program firms. Term is synonymous with goals.

**Contractor:** The individual, firm, partnership, or corporation, or combination thereof, private, municipal, or public, including joint ventures, duly licensed under Florida Statutes, which, as an independent Contractor, has entered into a Contract with Miami-Dade County, who is referred to throughout the Contract Documents by singular in number and masculine in gender.

**County Mayor or County Mayor's Designee:** The executive responsible for the day-to-day operations of County government, or his/her designee.

**County Regulations:** County ordinances, IOs, AOs, resolutions or specifications.

**Covered Services:** Professional architectural, engineering, landscape architecture, and land surveying and mapping services, including design-build, construction manager-at-risk, general construction services, the Equitable Distribution Program (EDP), Miscellaneous Construction Contracts (MCC), and other forms of alternative project delivery methods.

**Debarment:** Action taken to exclude a consultant or contractor, its individual officers, and its shareholders with significant interests, its qualifying agent and/or its affiliated businesses from County contracting and County approved subcontracting for a specified period as provided in Section 10-38 of the Code.

**Design-Build Contract:** A single contract with a design-builder for the design and construction of a public construction project, as defined by Florida Statutes, Section 287.055.

**Design-Builder:** A partnership, corporation or other legal entity that (a) is certified under Section 489.119 of Florida Statutes, to engage in a contract through a certified or registered general contractor, or a certified or registered building contractor as the qualifying agent; or (b) is certified under Section 471.023 of Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture, or certified under Section 481.319 to practice landscape architecture.

**Design Criteria Package:** Concise, performance-oriented drawings and/or specifications of the public construction project. The design criteria package includes information regarding the County's expectations of a finished project. For a design-build project, the design criteria package shall contain sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit the County to enter into a contract. The design criteria package may be as brief as referencing the applicable standards for utility design to specifying performance-based criteria for a public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

**Design Criteria Professional:** An individual or firm that holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm which holds a current certificate as a registered engineer under Chapter 471 of Florida Statutes, to practice engineering. The individual must be employed by/or under contract to the agency for the provision of professional architectural or engineering services in connection with the preparation of the design criteria package. Pursuant to Florida Statutes, Section 287.055, a design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

**Disadvantaged Business Enterprise (DBE):** A "for-profit" small business concern that (a) is at least 51 percent (51%) owned, managed and controlled by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent (51%) of the stock is owned by one or more such individuals; and (b) that is certified as a DBE by a certifying member of the State of Florida Uniform Certification Program.

**Equitable Distribution Program (EDP):** A program administered by ISD that streamlines the solicitation process for continuing contracts, by distributing A&E services to eligible firms on a rotational basis. EDP projects must have construction costs and study activities within the thresholds established in Florida Statutes, Section 287.055 for continuing contracts.

**EDP Firms:** A group of A&E professional firms that holds a County Pre-Qualification Certificate, and is approved by the County to participate in the EDP.

**Economic Stimulus Plan (ESP):** A program whereby the County expedites the procurement and award of specific capital improvement projects, identified by resolution and approved by the Board, delegating certain authority to the County Mayor or County Mayor's designee with respect to the specific project. All awards made pursuant to the program are subject to ratification by the Board.

**Expedited Ordinance:** Any existing Board-approved policy authorizing an expedited process for the procurement and award of specific design and/or construction improvement projects, and delegating certain authorities to the County Mayor or County Mayor's designee. All awards made pursuant to the program are subject to ratification by the Board.

**Firm:** Any individual, firm, partnership, corporation, or other legal entity permitted by law to provide the covered services. Term is synonymous with Consultant, Design-Builder, Contractor, or Team.

**Internal Services Department (ISD):** A department of Miami-Dade County.

**Local Certified Veteran Business Enterprise (LVP):** A firm that is a local business, pursuant to Section 2-8.5.1 of the Code, and certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187, Florida Statutes.

**Local Preference:** Preference given to a local prime proposer pursuant to Sections 2-8.5 and 2-10.4 of the Code.

**Miami-Dade County (County):** A political subdivision of the State of Florida.

**Miscellaneous Construction Contract of MCC:** A type of contract established to procure competitive, cost effective, quality construction services for miscellaneous and emergency construction projects through the creation of a pre-qualified pool of contractors as approved by the Board.

**Modification:** A written amendment/supplemental agreement to a contract, involving changes that are executed by the County and the firm under contract, following award of a contract.

**Notice to Professional Consultants (NTPC):** A solicitation for professional services which includes but it is not limited to a description of the scope of services, technical certification requirements, notice of selection criteria and methodology, data forms to be completed and submitted as part of the proposal, and submission deadline date.

**Past Performance Evaluation (PPE):** An evaluation prepared by project management staff of the performance of a firm during or upon conclusion of a project.

**Pre-Qualification Certification (PQC):** The County's certification process that includes technical certification for A&E professional services, affirmative action plan, and vendor registration. All firms providing professional services are required to hold an active County PQC at the time of proposal submission and, if selected, throughout the contract term without any lapses.

**Prime Consultant:** A firm which enters into a PSA with the County to render professional services pursuant to a solicitation. The prime consultant shall have full responsibility and liability for the quality of performance of itself, as well as that of sub-consultant professionals on its team.

**Professional Services:** Those services within the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida; or those performed by any registered architect, professional engineer, registered landscape architect, or registered surveyor and mapper in connection with his/her professional employment or practice. This term is used interchangeably with "A&E."

**Professional Services Agreement:** A contract to provide services within the scope of the practice of architecture, engineering, landscape architecture, land surveying and mapping, as defined by Florida Statutes 287.055 and performed by a registered architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

**Proposer:** The person, firm, entity or organization submitting a response to a solicitation. Term is synonymous with submitter, respondent, firm, vendor, prime consultant, or design-builder.

**Qualifier:** A full-time professional employee of a firm who qualifies such firm for the technical certification needed to conduct business with the County. The full-time employee must be a registered professional, as required by Florida Statutes and Miami-Dade County's technical certification category descriptions and requirements.

**Qualitative Points:** Point values assigned by CSC members for each selection criterion.

**Request for Design-Build Services (RDBS):** A solicitation for design-build services.

**Responsibility:** The standards pertaining to the determination of contractor, consultant, or vendor capacity and integrity as governed by procedures established by the respective governing legislation. The County shall solicit offers from, award contracts to, and consent to subcontracts with responsible proposers only.

**Responsiveness:** A determination made by the County Attorney's Office with regard to whether a respondent to a solicitation has met the solicitation's submittal requirements.

The County shall accept offers from, award contracts to, and consent to subcontracts with, responsive proposers only.

**Request to Advertise (RTA):** A document prepared by a department to initiate the advertisement of an A&E, Design-Build, CM-at-Risk solicitation, general construction services, or other professional services.

**Rotational Value (RV):** A firm's position in the EDP Pool. The firm's position in the ranking is based on their technical certification categories and the firm's rotational value (RV). The RV is established by a firm's three-year award and payment history.

**Schedule of Participation or SOP:** A form included in the proposal/bid document that establishes the proposed participation of sub-contractors to meet the measure established in the contract by the Small Business Division of ISD.

**Small Business Enterprise Goods & Services Program (SBE-G&S):** A small business certification designation used for purchase of goods and services as defined in Section 2-8.1.1.1, of the Code.

**Small Business Enterprise Architecture & Engineering Program (SBE-A&E):** A small business certification designation used for purchase of certain professional architectural, landscape architectural, engineering, or survey and mapping services, as defined in Section 2-10.4.01 of the Code.

**Small Business Enterprise Construction Services Program (SBE-CONST):** A small business certification designation for construction related enterprise as defined in Section 10-33.02 of the Code.

**Sub-consultant:** A firm, which as a team member, has significant input and responsibility for certain aspects of a project, and who provides such services under the discretion of a prime consultant/contractor. Term is synonymous with sub-contractor.

**Suspension:** An administrative action less severe than debarment, taken by the County Mayor or County Mayor's designee, to exclude a consultant and/or contractor from participating on County contracts, on a temporary basis.

**Technical Certification:** A comprehensive review by the County's Technical Certification Committee affirming a firm's eligibility to provide professional services to the County in various technical certification categories.

## **SECTION I - CAPITAL IMPROVEMENTS PROJECTS TRACKING AND REPORTING REQUIREMENTS**

### **A. Initial Planning and Scheduling**

All capital construction projects are subject to the Board of County Commissioners' prioritization and budget approval. The planning and scheduling functions are important to the success of a project and shall be an element of the initial phase of project development. Upon approval of a capital construction project by the Board, the client department shall provide ISD with all relevant project data including but not limited to the following:

1. Capital Budget assigned project number



2. Departmental project tracking number(s)
3. Project description
4. Project location
5. Commission district(s)
6. Needs assessment document
7. Funding source including time and use constraints when applicable
8. Initial project schedule including, but not limited to:
  - a. Planned completion of design criteria documents
  - b. Planned land acquisition if applicable
  - c. Planned start of the Architectural and Engineering design
  - d. Planned start of construction
  - e. Planned completion of project

## B. Design Criteria

To the greatest extent possible, capital construction projects require that a design criteria document be prepared prior to the actual design creation. Larger or more complex projects may require a design criteria professional service agreement to prepare these documents. The procedure to utilize a professional service agreement for the creation of the design criteria document is described in SECTION II. ACQUISITION OF PROFESSIONAL SERVICES. The completion of the design criteria document is the first milestone in the capital construction process. For a miscellaneous design project the design criteria package may be as simple as stating the applicable standards while for a building construction project it may include, but is not limited to, the following:

1. Function of the project
2. Design capacity requirements both short-term and long-term
3. Project constraints including, where applicable:
  - a. Funding
  - b. Time schedules
  - c. Footprint or proposed site plan
  - d. Land availability
  - e. Existing structures
  - f. Location of existing utilities
  - g. Ongoing operations impact
  - h. Permitting and zoning issues
  - i. Traffic planning
  - j. Demographics

- k. Architectural style
- l. Landscaping
- m. Interagency/intergovernmental coordination of on-going/future/ planned projects.

If a professional service agreement is used for the acquisition of architectural and engineering services, the design criteria document should be part of the solicitation package. If it is anticipated that a professional service agreement will be utilized for the design effort, then approximately thirty (30) calendar days prior to the anticipated advertisement the department should have completed the scope of services and design criteria package. The scope of services and technical certifications for the project should be submitted to SBD for the establishment of Small Business Enterprise (SBE) goals.

**C. Land Acquisition**

The appropriate Administrative or Implementation Orders, the Code of Miami-Dade County and Florida Statutes shall govern land acquisition.

**D. Architectural and Engineering Design**

Upon completion and review of the design criteria document, the client department shall enter the design phase of the project. When the design has to be accomplished through the use of a professional service agreement, the procedure specified in SECTION II - ACQUISITION OF PROFESSIONAL SERVICES, shall apply. Project progress reporting shall include, but is not limited to:

1. Planned commencement of design effort or notice to proceed to consultant
2. Planned thirty percent (30%) completion (50% for utility design)
3. Planned dry run plans review submission or seventy percent (70%) completion
4. Planned completion of construction specification documents
5. Planned start of construction ground breaking
6. Planned completion of project

**E. Construction**

Approximately thirty (30) calendar days prior to the anticipated advertisement date the client department should have completed the construction specifications package. The client department should create and submit the project data sheet with appropriate trade recommendations to SBD to establish SBE-CONST goals. Also, the client department shall initiate the Request to Advertise obtaining required signatures and budgetary approvals. Information to be included on the Request to Advertise and Award Recommendation documents is provided in SECTION III - CAPITAL CONSTRUCTION CONTRACTING. The Request to Advertise Project Memorandum shall include, but is not limited to, the following:

1. Pre-bid Meeting Date if applicable
2. Bid opening date
3. Planned Bid Award date
4. Planned pre-construction meeting
5. Planned Notice to proceed
6. Planned groundbreaking
7. Planned completion date

All capital improvement projects are subject to the Board of County Commissioners' prioritization and budget approval. The planning and scheduling functions are key to the success of a project and shall be an element of the initial phase of project development. Upon approval of a capital project by the Board, the client department shall enter into the CIMS, or other available database, all relevant project data.

## **SECTION II - ACQUISITION OF PROFESSIONAL SERVICES**

### **POLICY:**

It is the policy of the County to have a fair and equitable selection and distribution process for the selection and award of contracts for the covered services.

### **PURPOSE:**

The following shall be the process for procurement of covered services.

#### **A. Request to Advertise (RTA) for Covered Services:**

Professional services requests, which are below the threshold for continuing contracts as established by Florida Statutes, Section 287.055, shall be procured through the EDP, without an RTA. ISD may identify other opportunities for continuing contract services to address the needs of the client department that are in the County's best interest. When professional services are required in excess of the Florida Statutes, Section 287.055 thresholds for continuing contracts, the client departments shall:

1. Develop a draft RTA based on the project and associated sites, pursuant to the County's Capital Budget and Multi-Year Plan, or the funding authority and approval allocated for the project;
2. Pursuant to Section 2-10.4 of the Code, submit project's relevant data for SBD's consideration to establish project measures or set aside as deemed appropriate, including whether a Second Tier meeting should be waived for projects listed on the ESP list of approved projects;
3. Finalize the RTA and forward it to the OMB to certify funding availability;

4. Upon certification from OMB that funding is available, and establishment of project goals by SBD, the client department shall prepare a complete package, along with a detailed scope of work and design criteria document and submit to ISD for review. Scope of services and design criteria may differ significantly based on the nature and complexity of the desired professional service agreement.
5. Approval by the County Mayor or County Mayor's designee shall constitute concurrent approval of the measures established by SBD. Upon receipt of approval, ISD shall file the RTA with the Clerk of the Board, forward a copy to the client department, and to the Architectural and Engineering (A&E) Unit to proceed with advertisement.

**B. Solicitation for Professional Services:**

ISD shall review and approve the RTA for the scope of work, criteria and pertinent information to be incorporated in the solicitation document(s) for public advertisement. ISD shall prepare the public advertisement for general circulation. The public advertisement shall contain information on obtaining the solicitation document, inclusive of the scope of services for the project, and the procedures to be followed by any firm wishing to be considered.

The client department may propose project pre-requisites and/or special requirements as part of the solicitation requirements. In order to eliminate artificial barriers to increase competition, any special requirements or pre-requisites recommended by client departments will be evaluated by ISD, the client department, and ISD's Small Business Development Division, on a project by project basis. Unless otherwise approved by ISD, all project pre-requisites are to be indicated as "preferred" in the solicitation document and not as a requirement.

**C. Responding to a Professional Services Solicitation**

**1. Technical Certification**

Technical certification is required for firms providing professional services at the time of proposal submittal deadline and, if selected, through negotiations, award and effective term of the contract.

**2. Pre-Qualification Certification (PQC)**

PQC is required for firms providing professional services at the time of the solicitation's proposal submittal deadline. Firms that do not comply with this requirement at time of proposal submission shall not be considered for evaluation. PQC active status must be maintained from the time of the proposal submittal deadline and, if selected, through negotiations, award and the effective term of the contract.

**3. Additional Requirements**

The following are some, but not all of, the provisions which may typically be contained in the NTPC:

- a. Except where restricted by federal, state laws, or external regulations, respondents must submit as either a prime consultant or sub-consultant. Failure to comply with this provision shall deem the proposal non-compliant.
- b. Teaming restrictions for sub-consultants in the compliance with the technical categories required in each solicitation will not be imposed when there is limited availability of technically certified firms in the required categories requested. Any such limitation shall be determined by the County and included in the solicitation document.
- c. Commencing on the day after the proposal submittal deadline, respondents shall allow the County reasonable access to audit their books and records, for a specific purpose, during normal business hours. The selected firm shall permit right of access throughout the term of the contract and for a period of five (5) years from the date of the expiration of the contract.
- d. Prime consultants shall submit completed monthly utilization reports in the form specified by the County to client departments as outlined in IO 3-32, Section XII, Contract Administration, Compliance and Monitoring.
- e. If at any time the County has reason to believe that any person or firm has provided incorrect information or made false statements in a proposal, or oral presentation before a selection committee, or if the misrepresentation is confirmed following a contract award, the County Mayor or County Mayor's designee shall refer the matter to the Office of the Inspector General and/or other investigative agencies. This includes misrepresentation of information regarding dollars awarded and paid on all County contracts. In addition to pursuing any other legal remedies, the County may in its sole discretion, find the proposal non-responsible, and eliminate the firm from consideration or if the misrepresentation is confirmed following contract award, may terminate the contract. Further, the County may initiate suspension and/or debarment proceedings in accordance with County Ordinance.
- f. All accounting of County awarded dollars and paid, records, and performance evaluation history that will be used in the evaluation of proposals shall be maintained by the County.
- g. When a firm becomes a different legal entity and the controlling interest is maintained by the same owners,

corresponding applicable records and liability from the point of award of the original contract throughout the life of the contract shall be transferred to the new entity.

- h. Prior to a firm's assignment of its assets/contracts to another firm, a request must be submitted to the County for approval. All dollars awarded and paid (inclusive of any unexpended balances) for contracts awarded to the assignor shall be transferred to the assignee for purposes of accuracy for dollars awarded and paid in accordance with Section II of this IO. All payments from the date of the transfer shall be applied to the new firm.

## **SECTION II – SELECTION PROCESS FOR PROFESSIONAL A&E SERVICES**

A CSC with the appropriate experience and/or knowledge necessary to evaluate a particular scope of service shall be appointed by the County Mayor or County Mayor's designee, pursuant to IO 3-34.

The selection process shall adhere to Florida Statutes, Section 287.055 and Section 2-10.4(5) of the Code in accordance with the guidelines established in this IO. The evaluation of proposals will be based on a two (2) tiered selection process, when applicable. In the event that the County receives fewer than three (3) proposals, or fewer than three (3) proposals are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are responsive and responsible. In the event the County receives fewer than three (3) proposals, at the discretion of the client department, ISD may a) extend the proposal submittal deadline date provided proposal(s) have not been opened, or b) conduct an analysis of market availability for subject services and determine, in its sole discretion, that there is no further market availability or immediate interest to provide said services. For instances where time may remedy the deficiency in responses, the County may proceed without conducting any further market study after extending the submittal deadline date. The CSC will evaluate proposals, based on First Tier and Second Tier criteria, as applicable.

### **A. First Tier Evaluation**

First Tier evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee.

#### **Selection Criteria:**

##### **1. First-Tier Selection: (Maximum 100 points)**

Each CSC member shall complete the evaluation form for each proposer based on the following selection criteria:

- a. **Criterion 1A: QUALIFICATIONS OF FIRMS INCLUDING THE TEAM MEMBERS ASSIGNED TO THE PROJECT** (Minimum of 1 point - Maximum of 40 points)

Evaluation of the qualifications of the firms and individuals to be assigned to the project, quality and availability of the project manager, and staff of the firm to be assigned, if any. The qualifications shall also include, but not be limited to, familiarity with County regulations, Leadership in Energy and Environmental Design (LEED) principles, sustainability design principles, and experience level of professional and management staff.

- b. **Criterion 2A: PAST EXPERIENCE ON SIMILAR PROJECTS** (Minimum of 1 point - Maximum of 40 points)

Evaluation of the respondent's past experience, professional role, and knowledge of similar projects, including its understanding and awareness of the regulatory permitting and compliance requirements involved with similar projects, health and safety programs, and number of LEED accredited completed projects, as applicable.

- c. **Criterion 3A: PAST PERFORMANCE OF THE FIRMS** (Minimum of 1 point - Maximum of 10 points)

Evaluation of firms' past performance and timely submission of deliverables on past projects. CSC members are required to review all Consultant/Contractor PPE reports available in the County's database.

- d. **Criterion 4A: AMOUNT OF WORK AWARDED AND PAID BY THE COUNTY** (Minimum of 1 point - Maximum of 5 points)

The County will use this criterion in an effort to distribute work equitably and consider amounts awarded and paid by the County. Awarded and paid amounts will receive equal weight as a 50/50 distribution.

Therefore, the criterion is determined as a ratio of each team's average of its awarded and paid amounts (Average Dollar Value or "ADV") to the team whose ADV is the highest ("Maximum ADV"). The ADV shall be calculated as the average of the total of the dollars awarded and paid to the prime firm and all first tier subconsultants by the County, when they served as a prime firm in previous engagements, during the three-year period immediately preceding the submittal date. The amount resulting as the highest ADV, shall be the Maximum ADV.

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

100% to >80% of Maximum ADV      1 point

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

ADV calculations shall be based on the current information available within the County's database(s), and shall be performed by County staff in advance of the first tier meeting.

e. **Criterion 5A: ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY (Minimum of 1 point ~ Maximum of 5 points)**

Evaluation of communication ability, commitment to satisfy the County's requirements, and familiarity with County guidelines.

ISD shall monitor the qualitative points assigned to each firm by individual CSC members. A justification of their qualitative points will be requested for any variation in excess of thirty-three percent (33%) above or below the average score, assigned per criteria, or any identifiable deviation not in adherence with the applicable selection criteria. The CSC members will be asked to explain the disparity and afforded the opportunity to modify his/her score to eliminate the disparity or deviation. Any and all disparities/deviations must be addressed independently prior to continuing the selection process and finalizing the ranking.

At the completion of the evaluation, the lowest qualitative score for each firm will be dropped. The remaining qualitative scores will be totaled to yield the adjusted qualitative points. If LVP is not applicable, the adjusted qualitative points shall be the resultant total adjusted qualitative points.

If LVP is applicable it will be applied in accordance with Section 2-8.5.1 of the Code, and shall be applied to the adjusted qualitative points for each LVP firm. Application of such will result in the total adjusted qualitative points.

If Local Preference is applicable, it shall be applied in accordance with Section 2-10.4 of the Code. If a local firm's total adjusted qualitative points are within five percent (5%) of the total adjusted qualitative points of a non-local firm, then Local Preference will be applied. The County Mayor or County Mayor's designee shall apply local preference to determine the Final Ranking.

Tie breakers for the Final Ranking are applied in the order as follows: highest total non-adjusted qualitative points for criteria 1A, 2A, 3A, 4A, and 5A, respectively.

If a Second Tier evaluation is not required, the CSC shall recommend to the ISD Director or designee, in order of preference, no fewer than the three (3) highest ranked firms deemed to be the most qualified, provided no fewer than three (3) firms have responded to the solicitation, and/or have been deemed responsive. The CSC's recommendation, in final ranking order inclusive of any preferences, shall be forwarded to the ISD Director or designee for consideration as to order of preference, and request for approval to negotiate a contract for the solicited



services. Upon the ISD Director or designee's approval, the County shall enter into negotiations with the recommended firm(s).

If a Second Tier evaluation is required, the CSC shall shortlist and invite no fewer than three (3) firms, provided that three (3) firms have responded to the solicitation and have been evaluated in the First Tier process. The CSC, by majority vote, may waive the Second Tier evaluation process, and recommend to the ISD Director or designee that a contract be negotiated with the highest ranked responsive and responsible proposer(s) based solely on the evaluation results of First Tier.

First Tier scores will not be utilized or transferred to Second Tier evaluation/selection process.

## **B. Second Tier Evaluation**

Second Tier evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee. A Second Tier evaluation will generally be comprised of a written proposal and/or an oral presentation as determined by the ISD Director or designee and communicated in writing to the shortlisted proposers. The CSC shall evaluate the firms based upon the criteria listed below.

### **Selection Criteria:**

#### **1. First-Tier Selection: (Maximum 100 points)**

##### **a. Criterion 1B: KNOWLEDGE OF PROJECT SCOPE (Minimum of 1 point - Maximum of 50 points)**

Evaluation of the respondent's understanding of the proposed scope of work which may include, but not be limited to, studies performed that affect this project, key design elements (a design scheme may be required), effects on the community involved, and awareness of the permitting requirements including health and safety applicable to the project's scope.

##### **b. Criterion 2B: PROPOSER'S PROJECT STAFFING APPROACH (Minimum of 1 point - Maximum of 50 points)**

Evaluation of the respondent team's approach to the project, including an evaluation of the expertise of the prime and subconsultants. Respondent's approach to sustainable design principles and implementation of LEED requirements, as applicable. Evaluation of the firm's management approach to the proposed scope of services to include staffing levels assigned to the project experience in scheduling projects, systems utilized to keep track of the project schedule, cost control, quality assurance, and quality control, as well as tools and methods employed to avoid cost overruns and project delays.

At the completion of the evaluation, the lowest qualitative score for each firm will be dropped. The remaining qualitative scores will be totaled to yield the adjusted qualitative points. If LVP is not applicable, the adjusted qualitative points shall be the resultant total adjusted qualitative points.

If LVP is applicable it will be applied in accordance with Section 2-8.5.1 of the Code, and shall be applied to the adjusted qualitative points for each LVP firm. Application of such will result in the total adjusted qualitative points.

If Local Preference is applicable, it shall be applied in accordance with Section 2-10.4 of the Code. If a local firm's total adjusted qualitative points are within five percent (5%) of the total adjusted qualitative points of a non-local firm, then Local Preference will be applied. The County Mayor or County Mayor's designee shall apply local preference to determine the Final Ranking.

Tie breakers for the Final Ranking are applied in the order as follows: highest total non-adjusted qualitative points for criteria 1B and 2B respectively.

The CSC shall recommend to the ISD Director or designee, in order of preference, no fewer than the three (3) highest ranked firms deemed to be the most qualified, provided no fewer than three (3) firms have responded to the solicitation, and/or have been deemed responsive. The CSC's recommendation, in final ranking order inclusive of any preferences, shall be forwarded to the ISD Director or designee for consideration as to order of preference, and request for approval to negotiate a contract for the solicited services. Upon the ISD Director or designee's approval, the County shall enter into negotiations with the recommended firm(s).

### **C. PSA Contract Negotiations**

The County Mayor or County Mayor's designee shall select, in order of preference, from the firms recommended by the CSC, the firm with whom the County shall enter into negotiations for each proposed contract award. For all Lump Sum Cost or Cost Plus a Fixed Fee contract in excess of one hundred and fifty thousand dollars (\$150,000), the County shall require the firm receiving the award to execute a Truth-In-Negotiation Certificate as mandated by Chapter 287 of the Florida Statutes. Negotiations shall be conducted as follows:

1. The County Mayor or County Mayor's designee will appoint a negotiation committee with the necessary expertise to assist in negotiations. Two (2) members shall be representatives of the client department, and an ISD or County procurement professional shall be the non-voting chairperson of the negotiation committee charged with facilitating the negotiations. The client department may request that the County Mayor or County Mayor's designee appoint specific individual(s) who are experienced and knowledgeable with the subject matter. The negotiation committee shall negotiate a PSA with the highest ranked, qualified firm.
2. Should the negotiation committee be unable to negotiate a mutually satisfactory PSA, negotiations with that firm shall be formally terminated by ISD. The Negotiation Committee shall proceed to negotiations with

the next highest ranked firm until a satisfactory agreement is achieved. Upon failure to negotiate an agreement, the County Mayor or County Mayor's designee may reject all proposals and re-advertise the project.

**D. PSA Contract Award**

Upon successful negotiation of a PSA, the client department shall prepare the Contract Award Recommendation (CAR) memorandum along with supporting documents, and forward to the OMB for certification of funding availability. If the base contract amount differs from the client department's base estimated cost by more than ten percent (10%), then the client department shall justify the variance in the CAR.

Upon approval of the CAR by the Board, County Mayor, or County Mayor's Designee, the CAR shall be filed with the COB.

**E. Rejection of All Respondents**

If either the selection process or negotiations fail to result in a contract award, the client department shall prepare a memorandum addressed to the County Mayor to request rejection of all proposals. The rejection shall be filed with the COB, upon approval by the County Mayor County Mayor's designee.

**F. Professional Services Agreement (PSA)**

The ISD Director shall maintain, and update periodically, a form PSA. At a minimum, the PSA shall:

1. Require professional services firms to register with the County and maintain an active registration throughout the term of the contract;
2. Require professional services firms to provide all documents required by applicable County legislation;
3. Require professional services firms, and all members of contracting teams, to maintain active technical certifications in the required categories for the project throughout the term of the contract, and submit current paid and award records for all County contracts

The PSA shall provide that the County may audit vendor's compliance with the County's requirements at any reasonable time. The PSA shall also provide a reasonable cure period for any curable violations of County requirements

**G. Managing the Professional Services Agreement**

PSAs typically consist of a series of deliverable items with scheduled due dates on each. The key to a successful project is good planning and documentation. As such, a pre-work conference shall take place between the selected prime consultant and the County's project manager to outline expectations and review reporting and billing procedures. Minutes of this meeting shall be retained in the project file. It is important to closely monitor the consultants' performance and adherence to schedules, as well as, monitoring quality and the need for rework. To ensure that the project manager and the prime consultant have a clear understanding of the work product, all service orders, revisions, and instructions

must be in writing, including the method of payment calculation and schedule of deliverables.

Client departments shall collect and submit copies of utilization reports for all awarded PSAs as required by the County's projects and procedures. Project invoices may be placed on hold until utilization reports are submitted by the prime consultant.

Client departments shall complete at a minimum, a performance evaluation report for each PSA. One (1) evaluation shall be completed per year, and a final performance evaluation report within thirty (30) calendar days of issuing the Certificate of Completion, or on an as-needed basis, if performance is substandard. PSA shall include language advising the firm(s) that a performance evaluation of the services rendered shall be prepared by the client department and utilized by the County as an evaluation criterion for future solicitations.

Firms shall have the right to review their performance evaluations report and submit a notice of appeal letter, and a detailed rebuttal of the ratings contained therein, within thirty (30) days of the issuance date of evaluation. If any performance evaluation is appealed by the applicable firm, then the County shall not utilize that evaluation when selecting a consultant until the appeal process has been resolved.

Amendments to the PSA shall be prepared by the client department.

#### **H. Methods to Acquire Continuing Contracts for Professional Services**

Professional services requests that are below the threshold for continuing contracts are procured through the use of Equitable Distribution Program (EDP) in accordance with all the procedures of the Consultants' Competitive Negotiation Act, as defined in Section 2-10.4(1)(f) of the Code, and Florida Statutes, Section 287.055.

##### **1. Equitable Distribution Program (EDP)**

ISD is responsible for the implementation and administration of this Program. The County Mayor or his/her designee is delegated the authority to award EDP Professional Service Agreements to eligible participants.

The EDP establishes a structured process to procure and distribute A&E consulting services assignments to eligible EDP participants and certified Small Business Enterprise Architecture and Engineering (SBE-A/E) firms. Assignments will be distributed through one of the two rotational pools; a set-aside for SBE-A/E EDP participants and an open competitive rotational pool pursuant to the availability of SBE-A/E eligible to meet the assignment requirements.

The EDP SBE-A/E rotational pool is designed to maximize opportunities to small businesses to be selected for design and consulting services for a scoped project, or a number of projects with similar scopes pursuant to their technical expertise, award and payment history with the County.

The EDP open competitive rotational pool may be utilized when a service assignment is federally funded, grant funded, or state funded or when 100% SBE-A/E set-aside is not attainable due to unavailability of three or more consultants that hold the required technical expertise.

Each EDP assignment cannot exceed the threshold(s) established by Florida Law for a continuing contract. Currently, these thresholds are \$200,000 for studies, or the value of design services required to support a single project, or a number of projects with the same scope and specified locations where the construction cost(s) does not exceed \$2 million.

Entry into the program does not represent a contract between Miami-Dade County and any participant, but rather an acknowledgement that a participant satisfies the qualification criteria required for membership.

Eligible consultants must meet the following EDP qualifications requirements:

**a. Qualification criteria**

- i. The firm is required to be in business for a minimum of one (1) year, except where funding restrictions apply, firms will be required to have a place of business in Miami Dade County (MDC) for a year or more as evidenced by the firm's local business Tax Receipt issued by the MDC tax collector.
- ii. A business owner, alone or as a member of a group, shall own or control only one (1) firm, including affiliates.
- iii. An individual design professional can only qualify one (1) firm pursuant to the respective Licensing Governing Boards of the State of Florida.
- iv. As part of the EDP membership application, firms are required to submit an affidavit confirming three (3) years of awards and payments made by MDC. Firms are required to submit payment reports on an ongoing basis to the County Departments that manage each assignment for all new and existing contracts with active service orders.
- v. Upon written notice, a firm shall execute the EDP agreement and submit the required documents and insurance certificates within ten (10) calendar days. Failure to comply may result in forfeiting the assignment.

**b. Program Participation**

- i. After gaining admission into the program, each firm shall be ranked in accordance with the rotation ranking formula in all of the MDC technical categories the firm holds.
- ii. Each firm's position in the ranking is based on its technical certification categories and the firm's rotational value (RV).

The RV is established by a firm's three year award and payment history.

- iii. When a firm is selected for its first EDP assignment, the firm shall execute the EDP Professional Services Agreement and submit required documents, including but not limited to, insurance certificates, affidavits and membership eligibility records within ten calendar days from receipt of notification. A firm's evidence of insurance will be required for each service order. Failure to provide the required information within the designated time may cause the firm to forfeit pending service orders.
- iv. EDP participants acting as a prime or sub-consultant are subject to Section H - Sanctions for Contractual Violations and Section I - Administrative Penalties for failure to abide by this IO, the PSA or established program policy and procedures.

**c. EDP Work Assignment Procedures**

- i. The client department shall submit the work assignment request including a detailed scope of work to ISD for assignment of appropriate design professionals in one of the two EDP rotational pools. The work assignment request (EDP Request Form) must include funding sources and note restrictions by the funding source if the project is supported by a grant.
- ii. ISD shall review the work assignment request(s), verify the prime technical certification categories required for the scope of work and any additional technical certification categories or specialty requirements that may be needed to complete the scope of work. ISD will determine the next available three (3) primes and four (4) sub consultants per supporting technical certification category, based on their position in the EDP shall be provided to the client department.
- iii. Client departments shall review the qualifications of the next available prime firms and select the most qualified firm. The selection process may include review of submitted qualifications and telephone interviews. The client department must document the factors utilized to determine the most qualified firm. If a prime firm is certified in all of the required technical certification categories, it may perform the required services with its own work force otherwise the prime shall select EDP sub consultants from the top of the rotation. Upon the firm(s) acceptance of the offer of work assignment, the names of the prime firm and sub consultants shall be forwarded to ISD.

- iv. ISD shall conduct surveys when a client department has an assignment that requires specific funding requirements and/or a consultant with unique expertise. In these instances, qualified respondents will be considered in the order of ranking according to the EDP RV.
- v. If negotiations with the qualified respondent fail, the client department shall notify ISD and begin negotiations with the next qualified firm according to RV. This process will continue until a successful agreement is reached.
- vi. If the client department determines that the next available firm(s) is not qualified to perform the services, the client department shall provide (in writing to ISD) an explanation for the disqualification.
- vii. ISD may, upon the written request of the client department director or assistant director, hire a specific firm qualified in the required technical expertise area for a specific project, when deemed in the best interest of the County.
- viii. ISD shall also have the authority to limit the client department's timeframe to obtain acceptance of work assignments, request additional firms and/or negotiate a service order.
- ix. Simultaneous with the completion of the service order and submittal of final payment requests, the client department shall forward to ISD the EDP Closeout Report and the performance evaluation.
- x. In the event that any service order shall be cancelled or changed, the client department shall forward such notification, along with a copy of the change or cancellation notice to ISD.

## **2. Continuing Services Contracts**

Other continuing services contracts, as defined by the Florida Statutes, Section 287.055 may be utilized by departments provided that they are approved by the ISD Director or designee and are in the County's best interest. These contracts shall be used conservatively based upon sound business rationale in accordance with Florida Statutes, Section 287.055.

## **3. Design-Build Contracts**

ISD shall be responsible for the County's procurement of design-build services with the coordination of the client departments. Design-build solicitations shall comply with Florida Statutes, Section 287.055. The following is applicable to the design-build process:

### Design Criteria

- a. The design criteria package shall be prepared by a design criteria professional with the following qualifications:
  - i. A firm who holds a current certificate of registration under FS Chapter 481 to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under FS Chapter 471 to practice engineering and who is employed by/or under contract to the agency for the provision of professional architectural, landscape architectural, or engineering services in connection with the preparation of the design criteria package.
- b. The design criteria professional shall be responsible for the following, including but not limited to:
  - i. Preparing the design criteria package for the design and construction of the public construction project.
  - ii. Reviewing responses submitted by the design-build firms for compliance with the design criteria.
  - iii. Assuring compliance of project construction and design criteria package, by supervising and approving the detailed construction documents of the project.
  - iv. Evaluating the construction project's compliance with the design criteria package.
- c. The design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.
- d. The design criteria package shall contain any other items as required by procedures, laws, ordinances, or prevailing circumstances.

### Design-Build Evaluation/Selection

- a. The selection for design-build services is based on a two-step process:
  - i. Step 1 is the evaluation of a design-build team's qualifications based on the teams' completed submittal. The CSC will attempt to qualify no fewer than three (3) responsive and responsible firms, and by majority vote will determine the maximum number of responsive and responsible firms to advance to Step 2.



- ii. Step 2 is the evaluation of the Technical and Price Proposals from those Advancing Firms who choose to offer a responsive and responsible proposal.
- b. In the event the County receives fewer than three (3) proposals, or fewer than three (3) Design-Builders are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible. Said action may be taken provided the County has conducted an analysis of market availability for subject services and determined, in its sole discretion, that there is no further market availability or immediate interest to provide subject services. Furthermore, in the event the County receives fewer than three (3) proposals, the County in its sole discretion may extend the Step 1 submittal deadline date, provided proposal(s) have not been opened. For instances where time may remedy the deficiency in responses, the County may proceed without conducting any further market study after extending the submittal deadline date.

#### Step 1 Selection Criteria

- a. Step 1 evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee.

1. **Step 1 Selection: (Maximum 100 points)**

Each CSC member shall complete his/her evaluation form for each proposer based on the following selection criteria:

**Criterion 1A - QUALIFICATIONS OF FIRMS INCLUDING THE TEAM MEMBERS** (Minimum of 1 point - Maximum of 50 points).

Evaluation of the Design-Builder's team qualifications, experience and availability of key personnel, and demonstrated project experience relative to this project.

**Criterion 2A - KNOWLEDGE AND PAST EXPERIENCE OF SIMILAR TYPE PROJECTS** (Minimum of 1 point - Maximum of 25 points)

Evaluation of the Design-Builder's understanding of the scope of work, and experience on previous similar type projects such as key design elements, understanding and awareness of the permitting requirements involved with the project, and health and safety programs, as applicable.

**Criterion 3A - PAST PERFORMANCE OF THE FIRMS** (Minimum of 1 point - Maximum of 20 points)

Evaluation of firms based on performance and timely submission of deliverables on past projects. CSC members are required to review all Consultant/Contractor PPE reports available in the County's database.

**Criterion 4A - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY** (Minimum of 1 point - Maximum of 5 points)

Evaluation of Design-Build team's communication ability, commitment to satisfy the County's requirements, and familiarity with County guidelines.

- b. ISD shall monitor the qualitative points assigned to each firm by the individual CSC members. A justification of their qualitative points will be requested for any variation in excess of thirty-three percent (33%) below or above the average score, assigned per criteria, or any identifiable deviation not in adherence with the applicable selection criteria. The CSC members will be asked to explain the disparity and afforded the opportunity to modify his/her score to eliminate the disparity or deviation. Any and all disparities/deviations must be addressed independently prior to continuing the selection process and finalizing the ranking
- c. At the conclusion of the evaluation, scores will be totaled to yield the total qualitative points.
- d. If LVP is applicable, it will be applied in accordance with Section 2-8.5.1 of the Code, and shall be applied to the total qualitative points for each LVP firm. Application of such will result in the total adjusted qualitative points.
- e. If LVP is not applicable, the total qualitative points shall be the resultant total adjusted qualitative points.
- f. If Local Preference is applicable, it shall be applied in accordance with Section 2-10.4 of the Code. If a local firm's total adjusted qualitative points are within 5% of the total adjusted qualitative points of a non-local firm, then Local Preference will be applied. The County Mayor or County Mayor's designee shall apply local preference to determine the Final Ranking.
- g. Tie breakers for the Final Ranking are applied in the order as follows: highest total qualitative points for criteria 1A, 2A, 3A and 4A, respectively.
- h. Step 1 scores will not be utilized or transferred to the Step 2 evaluation/selection process.
- i. Only those advancing firms from Step 1 evaluation/selection process will be eligible to offer a responsive and responsible

technical and price proposal in the Step 2 – Evaluation of Technical and Price Proposal process.

- j. Only Advancing Firms found to be responsive at the Step 1 evaluation/selection process will participate in Step 2 oral presentations, which will consist of the Design-Builder team presentation followed by a question and answer period.

### **Step 2 Selection Criteria**

- a. Step 2 evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee

#### **1. Step 2 Selection: (Maximum 100 points)**

Each CSC member shall complete his/her evaluation form for each proposer based on the following selection criteria:

##### **Criterion 1B - PROJECT DESIGN APPROACH (Minimum of 1 point - Maximum of 40 points)**

Evaluation of the project concept offered in the proposal including, but not limited to, the evaluation of design, including, but not limited to aesthetics, functionality, efficiency, and overall compliance with the County's objectives and requirements defined in the design criteria package.

##### **Criterion 2B - PROJECT CONSTRUCTION APPROACH (Minimum of 1 point - Maximum of 40 points)**

Evaluation of the constructability, phasing of the work, staging and sequencing, managerial approach, environmental control methods, work quality control, safety and construction schedule, overall effects on the community, understanding and awareness of permitting requirements of all authorities having jurisdiction, and adherence to County's construction objectives and requirements as set forth in the design criteria package.

##### **Criterion 3B - ABILITY TO PROVIDE REQUIRED SERVICES WITHIN TIME AND BUDGET (Minimum of 1 point - Maximum of 20 points)**

Evaluation of the Design-Builder's overall management approach, including experience in scheduling projects, systems that will be utilized to keep track of the project schedule, cost control, quality assurance, quality control, issues and methods employed to avoid cost overruns and project delays, and Design-Builder's capability to provide the appropriate personnel and equipment to efficiently carry out

the requirements of the work. Evaluation of the Design-Builder's team approach to the project, including an evaluation of the expertise of the prime, subconsultants and subcontractors.

ISD shall monitor the qualitative points assigned to each firm by the individual CSC members. A justification of their qualitative points will be requested for any variation in excess of thirty-three percent (33%) below or above the average score, assigned per criteria, or any identifiable deviation not in adherence with the applicable selection criteria. The CSC members will be asked to explain the disparity and afforded the opportunity to modify his/her score to eliminate the disparity or deviation. Any and all disparities/deviations must be addressed independently prior to continuing the selection process and finalizing the ranking.

At the conclusion of the evaluation, scores will be totaled to yield the total qualitative points.

If LVP is applicable, it will be applied in accordance with Section 2-8.5.1 of the Code, and shall be applied to the total qualitative points for each LVP firm. Application of such will result in the total adjusted qualitative points.

If LVP is not applicable, the total qualitative points shall be the resultant total adjusted qualitative points.

#### **Price Proposal and Bid Bond**

Upon completion of Step 2 scores, the sealed envelopes containing the price proposal and bid guarantee shall be opened and read into the record. The Design-Builder's proposed price will then be divided by its respective total Step 2 scores, to obtain the adjusted bid. Local preference will be applied to the adjusted bid in accordance with Sections 2-10.4 of the Code, if applicable. In the event of an adjusted bid tie, the tie shall be broken by the respondent having the highest total qualitative points for criteria 1B, 2B, or 3B, respectively.

#### **Recommendation to the ISD Director or Designee to Initiate Negotiations**

ISD's staff shall prepare a report to the ISD Director or designee with the CSC's final recommendation for negotiation of a contract with the responsive and responsible Design-Builder with the lowest adjusted bid, inclusive of local preference and tiebreakers, if applicable. The three (3) responsive and responsible Design-Builders (if three (3) such Design-Builders submitted a technical and price proposal) with the lowest adjusted bids will be recommended to the ISD Director or designee, in order of preference, for his/her review and concurrence. In the event that the County, in its discretion, determines that the lowest adjusted bid does not represent the best value to the County, the Design-Builder representing the best value shall be ranked higher. This re-ranking shall be reserved to instances where; a) the price is determined to be artificially

low and not reflective of the true anticipated project cost; b) the Design-Builder through its submission and/or price appears to have misunderstood the scope of the project or the required services; c) there is a large price discrepancy between responsive and responsible Design-Builders, where the County determines that it may receive the necessary services at a much lower price; and d) upon application of such other factors as the CSC may set forth in writing, the County effectively determines that the re-ranking is in the best interest of the County. The firm with the lowest adjusted bid, or the firm providing the best value to the County, shall be recommended for negotiations. Upon the ISD Director or designee's approval, the County shall enter into negotiations with the recommended Design-Builder.

### **Negotiations**

The ISD Director or designee will appoint a negotiation committee with the necessary expertise to assist in negotiations. A County procurement professional shall be the non-voting chairperson of the negotiation committee charged with facilitating the negotiations. The client department may request that the ISD Director or designee appoint specific individual(s) who are experienced and knowledgeable with subject matter negotiation. The negotiation committee shall negotiate a Design-Build Contract with the highest ranked, qualified firm.

Should the negotiation committee be unable to negotiate a satisfactory Design-Build Contract, negotiations with that firm shall be formally terminated and negotiations initiated with the next highest ranked firm in order of ranking until a satisfactory agreement is achieved. Upon failure to negotiate an agreement, the County Mayor or County Mayor's designee or ISD Director or designee, as applicable, may reject all proposals.

Responsibility reviews, if applicable, will be conducted following the CSC Step 2 recommendation and prior to forwarding the recommendation for award to the County Mayor or the County Mayor's designee.

#### **4. Construction Manager-at-Risk (CM-at-Risk)**

The CM-at-Risk method of contracting is typically applied to highly complex projects where the value of obtaining expert oversight of the design phase and contracting phase justifies such contracting method. The ISD Director or designee shall review and approve the use of the CM-at-Risk contracting method prior to the initiation of a RTA.

As part of the RTA, the client department shall include the specification criteria along with an explanation identifying the reason for using CM-at-Risk.

#### **I. Sanctions for Contractual Violations**

The County may terminate a contract, or require the termination or cancellation of the sub-consultant contract if the respondent or any sub-consultant(s) violates Article VII of Chapter 11A-Discrimination, of the Code. A violation by a

respondent or sub-consultant, or failure to comply with this IO, may result in the imposition of one or more of the following sanctions:

1. Suspension of any payment or part thereof until such time as the issues concerning compliance are resolved.
2. Termination, suspension, or cancellation of the contract in whole or in part, as provided for in the applicable contract.
3. In the event that a firm attempts to comply with the provisions of this IO through fraud, misrepresentation, or material misstatement, or is found to have committed such acts, the firm and its principals may be suspended, debarred or subjected to criminal prosecution based on the specific circumstances.
4. As a further sanction, the County Mayor or County Mayor's designee may impose any of the above stated sanctions on any other contracts or sub-consultant contracts the firm has with the County. In each instance, the firm shall be responsible for all direct and indirect costs associated with such termination, cancellation, suspension, or debarment.
5. Some of the violations that may result in the imposition of the sanctions listed above include, but are not limited to, the following:
  - a. Failure to comply with pre-qualification requirements, not reporting organizational and operational changes, providing inaccurate or false information, and other related violations.
  - b. Deviation from any compliance agreement related to the County's small business programs or other material failure to comply with program requirements.
  - c. Modifications to scope of work, contract terms and/or fees of a subcontractor and/or subconsultant without prior approval from the County, where the same affects the County's small business programs.
  - d. Sub-contracting work to a non-EDP member without written authority of the County.
  - e. Sub-standard quality of work as evidenced by revisions to design required due to lack of compliance with building codes required and re-submittal of plans for dry-run permitting.
6. All firms performing work for Miami-Dade County are subject to evaluation as provided for in the professional service agreement or under the rules of AO 3-42, Evaluation and Suspension of Contractors and Consultants.

#### **J. Administrative Penalties**

The County Mayor or County Mayor's designee may deem a firm ineligible to participate in County contracts for a specified period of time, not to exceed five years, for violation of, or non-compliance with this IO, proposal(s), and/or consultant selection documents. Subject ineligibility is applicable to an applicant,

its individual officers, its shareholders with significant interests, and its affiliated businesses.

#### **K. PSA Support Functions**

In addition to the functions outlined in SECTION II, ACQUISITION OF PROFESSIONAL SERVICES, ISD shall:

1. Maintain consultant performance evaluation records for consideration of County departments or selection committees.
2. Conduct workshops for employees participating in the County's CSC pool to describe the role and responsibilities of members and review pertinent legislation affecting the selection process.
3. Record the client department's utilization of authorized continuing contracts to monitor fair and equitable utilization.
4. Administer the Equitable Distribution Program (EDP) including the review of service orders and the appropriate selection of firms.
5. Administer the Miscellaneous Construction Contracts (MCC) including the review of the emergency pools.
6. Administer the Pre-Qualification process for architectural, engineering, landscape architecture, land surveying and mapping firms and provide related information to ISD.
7. Administer the pool of County employees available to serve on the CSC. Update the CSC membership roster bi-annually.
8. Review proposals for pre and post compliance with participation measures, requirements and issuance of performance memorandums.
9. Provide work history, data and reports to ISD reflecting the amount awarded, and or paid to the prime and sub consultants for selection ranking and/or EDP rotation.

### **SECTION III - CAPITAL CONSTRUCTION CONTRACTING**

#### **POLICY:**

This section of the IO governs capital contracts and the expedite process authorizing the County Mayor or County Mayor's designee to advertise, negotiate and award uncontested contracts for funded capital improvement construction projects and certain unanticipated funded capital repair or rehabilitation projects as well as qualifying professional service agreements.

#### **PURPOSE:**

Section 2-8.2.7 of the Code, as amended, authorizes the County Mayor, subject to Board ratification, to approve and expedite capital projects authorized therein. Eligible projects and contracts may include:

1. Approved funded capital construction projects involving the expenditure of more than \$500,000 where no protest is filed within the timeframe specified in Section 2-8.4 (b) of the Code, and all associated professional service agreements.
2. The negotiation and settlement of contractor claims, change orders issued for additional work and amendments/modifications to professional service agreements, if specified in the bid specifications and the contract document. Change orders and amendments/modifications shall not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and shall not exceed fifteen percent (15%) of the contract price in the cumulative percentage amount, unless related to environmental remediation or health requirements.

The County Mayor or County Mayor's designee is authorized by the Code, Section 2-8.1(b) to advertise for bid, award, and reject bids or proposals for contracts and purchases when the transaction involves the expenditure of five hundred thousand dollars (\$500,000) or less without the need for further action by the Board.

All eligible capital construction contracts shall be processed utilizing this procedure and standard forms developed by ISD. Contracts deemed controversial in nature or holding special interest to the Board, shall be processed as a Board Agenda item.

**A. Request to Advertise (RTA) for Covered Services**

County departments shall request general construction services under Florida Statutes, Section 255.20, applicable County ordinances, resolutions and administrative orders. General construction services, valued up to \$5 million, shall be procured through the MCC, without an RTA. ISD may identify other opportunities for continuing contract services to address the needs of the client departments when in the County's best interest. When general construction services are required in excess of the above-mentioned threshold, the client departments shall:

1. Develop a draft RTA based on the project and associated sites, pursuant to the County's Capital Budget and Multi-Year Plan, or the funding authority and approval allocated for the project;
2. Pursuant to Section 2-10.4 of the Code, submit project's relevant data for SBD's consideration to establish contract measures or set aside as deemed appropriate;
3. Finalize the RTA and forward it to the OMB to certify funding availability;
4. Upon certification from OMB that funding is available, and establishment of project goals by SBD, the client department shall prepare a complete package, along with a detailed scope of work and submit to the client department's director for approval. Scope of services may differ significantly based on the nature and complexity of the desired construction contract.



5. Approval by the County Mayor or County Mayor's designee shall constitute concurrent approval of the measures established by SBD. Upon receipt of approval, the client department shall file the RTA with the Clerk of the Board.

**Client Departments shall:**

1. Include a "Termination For Convenience" clause in the bid specifications and contract document.
2. Utilize the standard bid specifications and contract documents, which include a clause indicating the County Mayor may negotiate and settle contractor claims, issue change orders for additional work and amend/modify PSAs, which do not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and do not exceed fifteen percent (15%) of the contract price in the cumulative percentage amount or the criteria established in Section 2-8.2.7 of the Code of Miami-Dade County, as amended.
3. Ensure that all contingency and allowance accounts conform to the requirements of the Code, Section 2-8.1(h) as amended.
4. Notify SBD and ISD of changes in scope of work subsequent to approved application of a small business enterprise (SBE) measure and prior to advertisement. SBD shall review the change and determine whether the contract requires further review to reconsider the assigned SBE measure.
5. Notify SBD and ISD of any contract advertisement dates that are in excess of one hundred and twenty (120) days of the initial review and approval of SBE measure allowing SBD to identify any changes in availability. After six (6) months, all contracts should be resubmitted to SBD to establish current availability.

**Construction Contract Award**

1. Upon opening of bids, the client department shall obtain verification of contractor compliance with the SBE-CONST program, prepare the CAR with the selected bidder, and forward it to OMB for certification of funds availability.
2. If the contract award recommendation amount differs from the client department's estimated cost provided in the RTA by more than ten (10%) percent (above or below estimate), the client department shall justify the variance in the Project Memorandum. Larger variances shall require additional explanation and support including a statement from the design engineer or architect.
3. Once funding is approved, the client department shall prepare a package including the Award Recommendation, the SBD Compliance Review Report, the Bid Tabulation, the SBD Project Worksheet, the OMB approval, the Project Memorandum with the

approval of the County's Attorney's Office as to legal sufficiency, and any other relevant documentation. The complete package shall be submitted to the County Mayor's Office for review and further processing before scheduling the CAR for inclusion on the committee and Board agendas.

4. ISD shall review the package and submit a recommendation to the County Mayor's Office for final review and approval.
5. Upon approval by the County Mayor or County Mayor's designee of the award recommendation, ISD shall file the documents with the Clerk of the Board and forward a copy to the client department to notify all firms of the award recommendation for the project and proceed with the contract award. The award recommendation shall not constitute an executed contract until approved by the Board or executed by the County Mayor under the authority granted by the Board.
6. If a protest is filed with the Clerk of the Board within three (3) calendar days of filing the documents approved by the County Mayor, existing procedures for processing bid protests shall govern. The filing of a protest nullifies the County Mayor's approval and requires the client department prepare and submit a formal Board Agenda item unless the Hearing Examiner concurs with the County Mayor's recommendation.
7. Upon expiration of the bid protest period without a bid protest being filed, the client department shall proceed with the execution of the contract. The client department shall forward a copy of the executed contract package to ISD for the County Mayor's execution.
8. If the project is listed on the ESP list of approved project, or was advertised pursuant to Section 2-8.2.7 of the Code of Miami-Dade County or any other expedited ordinance, ISD shall prepare a Project Ratification List on a quarterly basis and present it to the appropriate committee for approval and subsequent submission to the Board for ratification.
9. In the event that all bids are rejected, the client department shall prepare a Request to Reject all Bids and Authorization to Re-Advertise for Bids, including detailed justification for rejection of all bids and the rationale to re-advertise without modifying original specifications. If the reason for rejection is related to the allotted budget for the particular project, the client department should demonstrate changes that would affect pricing.
10. The client department shall forward the Request to Reject all Bids to OMB for approval and once approved, shall submit documentation to SBD to initiate the re-advertising process following the procedures outlined in this IO.

## **Execution of Contract Options**

If options to extend or increase funding are provided for in the contract, the client department may recommend exercising the contract option as follows:

1. The client department shall prepare the amendment identifying the specific contract and options being executed. The amendment must be signed by the contractor, reviewed and approved by the County Attorney's Office as to legal sufficiency, then submitted to ISD for further processing. If the contract option being executed involves an increase of the contract amount, the client department shall obtain an Increase Rider and an Executed Payment and Performance Bond and submit these forms to ISD along with the amendment.
2. ISD shall review the documentation and submit a recommendation to the County Mayor's Office for final review and approval.
3. Upon approval by the County Mayor, ISD shall file the documents with the Clerk of the Board and forward a copy to the client department.

## **B. Unanticipated Funded Capital Repair and Rehabilitation Projects**

Unanticipated funded capital projects not specified in the Annual Proposed Capital Budget and Multi-Year Capital Plan for fiscal year 1999-2000, or subsequent fiscal years may be included in the expedite process by approval of a resolution by the Board. Upon Board approval, the process shall be as follows:

1. The client department shall submit the project to OMB for approval of funding source and level of funding intended for use on the project.
2. The client department shall prepare the resolution and accompanying documentation for Board approval to process the project(s) under the ESP or any other current expedite ordinance(s), as applicable.
3. Upon Board approval of the resolution, the project may proceed in accordance with the procedures outlined in this IO.

## **C. Alternative Methods of Acquiring Construction Contracts**

### **1. Miscellaneous Construction Contracts (MCC)**

MCCs are developed to obtain competitive, cost-effective, quality construction services for miscellaneous and emergency construction projects, within specified parameters as approved by the Board of County Commissioners. County departments and agencies participating in this type of contract are required to maintain licensed, well-trained, knowledgeable staff to manage these construction activities, unless exempted by the County Mayor. The County Mayor shall ensure that MCCs are utilized as approved by the Board and that work assigned

under this type of contract, is fairly and competitively awarded to the targeted business sector. ISD shall implement procedures for MCCs based on, but not limited to, the following criteria:

- a. Each qualified contractor shall submit an application based on the criteria established for each MCC solicitation.
- b. Participating contractors are required to register with the Miami-Dade County Internal Services Department.
- c. A business owner, alone or as a member of a group, shall own or control only one company affiliated in a MCC.
- d. An individual qualifying agent can only qualify one (1) company pursuant to the respective Licensing Governing Boards of Miami-Dade County.
- e. Contractors shall submit and maintain insurance policies as stated in the contract and approved by the General Services Administration, Risk Management Division.
- f. Contractors shall submit all applicable executed responsibility affidavits as required by the County.

Upon qualifying to participate in a Miscellaneous Construction Contract, the contractor shall be listed in all of the trade categories for which the contractor is licensed and certified to perform.

#### **MCC Request for Price Quotation (RPQ)**

- a. The client department shall submit the RPQ including a detailed scope of work, required trade qualifications and project cost estimate to ISD.
- b. ISD shall review the RPQ and the noted trade category required for the scope of work, as well as any sub-trade categories or specialty requirements that may be needed to complete the scope of work. Based on the constraints of the specific MCC to be accessed, ISD shall provide the client department a list of eligible participating contractors.
- c. The client department shall review the qualifications of the available contractors and invite all firms provided by ISD as qualified contractors to participate in the invitation to bid.
- d. If the client department determines that the available contractors are not qualified to perform the services, the client department shall provide to ISD a written explanation for the disqualification for the particular RPQ. The client department shall request from ISD additional contractors to invite to bid.
- e. Upon the client department's acknowledgement of the lowest responsive, responsible bidder, a recommended Bid Award and Notice to Proceed and the names of the prime contractor and any

subcontractor(s) shall be forwarded to ISD. If a contractor is certified in all of the required trade categories, it may perform the required services with its own work force.

- f. Upon the client department's recommendation of an award, a copy of the award letter shall be forwarded to ISD.
  - g. Upon completion of the project and submittal of final payment request, the client department shall forward the certificate of completion and completed performance evaluation to ISD.
  - h. In the event that any project shall be cancelled or changed, the client department shall forward such notification to ISD.
  - i. The client department shall immediately notify ISD and forward a copy of any notice to cure, notice of non-payment, breach of contract or any other adverse condition or delinquency notification issued to or by a contractor.
2. **Design-Build** [Refer to SECTION II, H, 3 of this Implementation Order]
  3. **Construction Manager-at-Risk** [Refer to SECTION II, H, 4 of this Implementation Order]

## SECTION IV - CHANGE ORDERS AND PSA AMENDMENTS/MODIFICATIONS

### SCOPE:

This section establishes the procedures for client departments to implement and maintain on a timely basis an internal formalized classifying, tracking, monitoring and reporting system for all change orders or amendments to design and construction projects. Specific construction change order information shall be supplied to SBD and ISD, who shall be responsible for maintaining and integrating this information into a countywide construction award and change order database for quarterly reporting to the County Mayor.

### PROCEDURE:

The client department shall prepare a change order for additional work or time extension or an amendment/modification to a PSA, if such authority is specified in the bid specifications or contract, for approval by the County Mayor, subject to Board ratification under a current applicable expedite ordinance(s), for:

1. Compensation for time extensions and contractor claims which shall not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and shall not exceed fifteen percent (15%) of the contract price in cumulative percentage amount.
2. Environmental remediation or health requirements in any amount.
3. Reduction of contract scope and contractor compensation.

4. Granting time extensions without compensation or waiver of liquidated damages.

**A. Change Orders and Amendments/Modifications**

1. The client department shall prepare a package including the change order, amendment or modification form or electronic facsimile with the appropriate approvals from SBD, OMB and the County Attorney's Office, the change order or amendment/modification memorandum, and the following exhibits: Exhibit "A" SBD Firm History Report, Exhibit "B" Summary of Bids, and Exhibit "C" Detail of Contingency and Contract Usage. The package shall be submitted to ISD for review and further processing.
2. Time-only change orders and amendments that do not include a request for increase of the original contract amount, for projects awarded under a current applicable expedite ordinance(s), will be processed for approval by the County Mayor or County Mayor's designee.
3. ISD shall review the package and submit a recommendation to the County Mayor's Office for final review and approval. If the County Mayor determines that, based on ISD's recommendation, the change order, amendment or modification is not eligible to be processed under a current applicable expedite ordinance(s), or deems it controversial or holding a special interest to the Board, the documents shall be returned to the client department for processing as a regular Board agenda item.
4. Upon approval by the County Mayor, ISD shall file the documents with the Clerk of the Board and forward a copy to the client department.
5. ISD shall prepare a Project Ratification List under a current applicable expedite ordinance(s), and present it on a quarterly basis, to the appropriate committee for approval and subsequent submission to the Board for ratification.

**B. Change Order Memorandum Requirements**

Change Order Memorandum requirements shall include, but not be limited to, the following:

1. The original cost estimate for the construction of the project.
2. A copy of the original Bid Tabulation for all bids received for the contract.
3. The time impact to the contract period (in days).
4. The cost impact to the contract value.
5. The classification of the type of change order in at least one of the following categories (multiple classifications are allowed):
  - a. **Regulatory Change:** change caused by revisions in federal, state or local regulations after contract award.

- b. **Other Agency Requested Change:** change requested by other county, state or federal agency.
- c. **Design Errors Change:** change caused by design errors on the part of the architect or engineer. The identity of the party believed to be responsible for the design error shall be stated.
- d. **Design Omission Change:** change to include items necessary for the project that were inadvertently not included in the contract. This type of change differs from Design Errors Change, in that the County would have paid for such items if included in the original bid. The identity of the party believed to be responsible for the design omission shall be stated.
- e. **County Requested Change:** change caused by revision in the County's programmatic requirements, operational requirements, or occupancy schedule after contract award.
- f. **Unforeseen or Unforeseeable Change:** change such as differing sub-soil conditions, variation in location of hidden or underground utilities, unforeseeable environmental requirements or unavailability of specified product(s) due to manufacturer's discontinuance.
- g. **Force Majeure:** an unexpected or uncontrollable event.
  - 1. **Cost Overruns or Underruns:** a final balancing change order of those costs, which exceed or fall below the estimated contract amount.
  - 2. The change order number (i.e., Change Order No. 1).
  - 3. The word 'Final' when applicable (i.e., Change Order No. 2 and Final).
  - 4. The history of previous change order requests to the contract.
  - 5. Indication of the timely submittal by the contractor. If the change order was not timely submitted, the following statement should be included in the County Mayor's memorandum: "The contractor did not submit this claim during the time provided in the contract for making claims. The Board of County Commissioners has no legal obligation to consider this claim."
  - 6. The status of the allowance account including the original amount, any increases or decreases and the current balance.

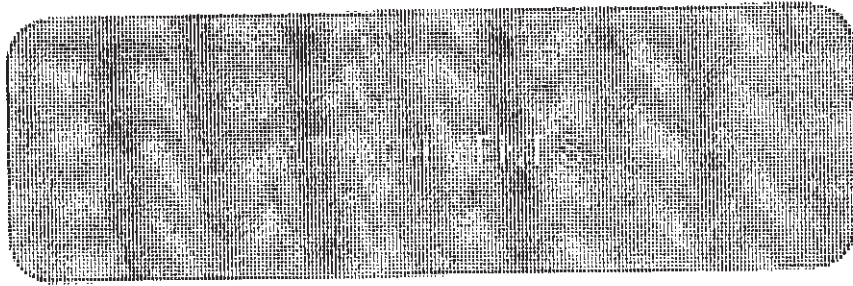
This Implementation Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

As authorized by County Charter Article 5, Section 5.02, these revisions to the IO shall be effective as of \_\_\_\_\_, 2016.

**Carlos A. Gimenez, Mayor**







**MIAMI-DADE COUNTY, FLORIDA  
 NOTICE TO PROFESSIONAL CONSULTANTS (NTPC)  
 DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
 DESIGN SERVICES FOR ROADWAY IMPROVEMENTS  
 ISD PROJECT NO. XXXX**

The County Mayor, Miami-Dade County, pursuant to Chapter 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39, announces that the Miami-Dade County Department of Transportation and Public Works (DTPW) requires professional engineering design services for roadway improvements.

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

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Miami-Dade County Letter of Qualifications (LOQ)

ISD Forms Nos. 1, 5, 7, 9, and 11

Contractor Due Diligence Affidavit

Letter of Agreement (LOA) Small Business Enterprise – Architectural & Engineering (SBE- A/E)  
Program – SBD Form 105 (Revised 10/14)

## **DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES**

### **1.1 DEFINITIONS**

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

- a) A/E: Architectural and engineering.
- b) BCC: Board of County Commissioners
- c) COB: Clerk of the Board.
- d) CSC: Competitive Selection Committee. As defined in Section 2-10.4 (5) of the Code, the committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for the specific project, and select the most qualified firm (s) to perform the services.
- e) Consultant: Respondent that receives an award of a contract, from the County, as a result of this solicitation. Consultant is also synonymous with the term "prime consultant".
- f) Contract: Synonymous with the term "agreement." An agreement refers to the Professional Services Agreement (PSA).
- g) E&Q: Experience and Qualifications. An aptitude and knowledge/familiarity factor which shall be considered by the appointed CSC during the evaluation process.
- h) ISD: Internal Services Department: County department which combined the former Americans with Disability Act Coordination, Capital Improvements, General Services Administration, and Procurement Management departments.
- i) LOQ: Letter of Qualifications. A two-page document identified in this NTPC, which will be utilized by Miami-Dade County to obtain information from A/E firms about their qualifications. Subject LOQ is required to be submitted on or before the deadline for receipt of proposals.
- j) Non-Responsive: Term utilized to identify a proposer, who in the County's sole discretion, has not complied with all the material requirements outlined in the solicitation, as applicable. Those proposers who are found non-responsive may not be considered for contract award.
- k) NTPC: Notice to Professional Consultants. A document soliciting professional A/E services. Subject document contains scope description, technical certification requirements, applicable contract measures, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.
- l) Preference: Term utilized to identify positive evaluation consideration granted, by the appointed CSC, to consultants demonstrating favored experience, as denoted in Section 1.2, Scope of Services.
- m) Pre-Qualification Certification: An annual certification process required of all firms

providing A/E, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements. Pre-qualification certification is the consolidation of various certification processes and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by the ISD. Pre-qualification approval is granted to firms who have received approval from ISD on all the required certification processes outlined above.

- n) Project: Shall mean that fixed capital outlay study or planning activity as defined in Section 2-10.4(1) (e) (1) and (2), of the Code.
- o) Proposer: The person, firm, entity or organization submitting a response to this solicitation. Term is synonymous with the words "submitter" and/or "respondent."
- p) PSA: Professional Services Agreement. Synonymous with the term "contract."
- q) Responsive: Term utilized to identify a proposer who, in the County's sole discretion, has complied with all the material requirements outlined in the solicitation, as applicable.

### **1.2 SCOPE OF SERVICES**

DTPW has the need to establish one (1) Non-Exclusive Professional Services Agreement (PSA) to provide engineering design and post-design services in the preparation of construction documents to include master planning and public involvement for the widening of the existing roadway from two (2) lanes to a four (4) lane divided roadway. The work includes, but is not limited to sidewalks, golf cart underpass modification, curb and gutters, bike lanes, continuous storm drainage system, pavement markings and signage, signalization, roadway lighting, environmental permitting and construction administration services. The project length is approximately 0.38 miles.

The estimated total contract amount is \$XXX,000, inclusive of a 10% contingency allowance. One (1) consultant/team of firms will be retained under a non-exclusive Professional Services Agreement (PSA) for an effective term of 1095 days, including 365 days post-design services during construction. The Agreement shall remain in full force and effect for three (3) year after its date of execution, or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties herein.

### **1.3 TEAMING RESTRICTIONS**

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

- a) Consultants electing to submit as a prime consultant may only respond once to a solicitation and therefore, are limited to participation on a single team. If submitting as a prime consultant, said consultant may not participate as a sub-consultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions.

- b) A/E sub-consultants may only participate on three teams when responding to a solicitation, due to the availability of firms in each of the specified A/E technical certification categories.

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

#### **1.4 PRE-QUALIFICATION REQUIREMENTS**

In accordance with Chapter 2, Section 2-10.4 and Administrative Order 3-39 of Miami-Dade County, all firms and/or individual consultants properly licensed to provide A/E, landscape architectural, land surveying and mapping services, regardless of their individual assignments in connection with this project, and responding to this solicitation must have filed a pre-qualification package with and have an approved pre-qualification status from ISD by the response deadline of this solicitation. Firms and/or individual consultants are required to have and maintain an approved pre-qualification certification status at the time of submittal to this NTPC, throughout the selection process, at time of award, and throughout the duration of the contract term without any lapses. Interested A/E firms must secure the required pre-qualification certification, which includes technical certification, affirmative action plan verification vendor registration and execution of basic Miami-Dade County affidavits, as applicable, prior to the submittal date. Proposers (prime and/or sub-consultants) failure to be pre-qualified, at the time of proposal submittal, shall render the proposal non-compliant.

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

#### **1.5 WORK HISTORY DISCLOSURE**

Work History Disclosure (WHD) and supplement forms are not required to be submitted with the proposal. It is the requirement for all A/E firms to submit a WHD at least once. Subsequently, the Prime is responsible for submitting a Monthly Utilization Report (MUR) to report all payments to Primes and sub-consultants. WHD is limited to firms providing architectural, engineering, landscape architecture, land surveying and mapping services. Any firm proposing on this solicitation that has not previously submitted a WHD and up to date MURs is required to submit subject form(s), prior to the submittal date, to ISD, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128, Attention: Small Business Development. New firms requesting pre-qualification certification with Miami-Dade County to provide A/E, landscape architectural, land surveying and, mapping services are required to submit WHD forms to ISD. For additional information, please contact Small Business Development, at (305) 375-3111.

#### **1.6 A/E TECHNICAL CERTIFICATION REQUIREMENTS**

**3.02 Highway Systems – Major Highway Design (PRIME)**

**10.01 Environmental Engineering – Stormwater Drainage Design Engineering Services (PRIME)**

**3.04 Highway Systems – Traffic Engineering Studies**

**3.09 Highway Systems - Signing, Pavement Marking, and Channelization**

- 3.10 Highway Systems – Lighting
- 3.11 Highway Systems - Signalization
- 11.00 General Structural Engineering

**Please note that professional services for Aerial Photogrammetry, Geotechnical, and Land Surveying services for this solicitation will be provided through the Department of Transportation and Public Works' pool contracts.**

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the "prime consultant". The prime consultant will be held responsible for the coordination of all work and must hold technical certification in categories **3.02 Highway Systems – Major Highway Design** and **10.01 Environmental Engineering – Stormwater Drainage Design Engineering Services**. Joint ventures shall not be allowed. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For non-project specific questions regarding Miami-Dade County's A/E Technical Certification and Certification Committee meeting dates, please contact Nubia Jarquin, ISD, at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the web at <http://www.miamidade.gov/procurement/library/bgc-tc-schedule-2016.pdf>.

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

**1.7 CONTRACT MEASURE(S)**

The Miami-Dade County Small Business Enterprise (SBE) goal is:  
**One (1) Agreement with**

**SBE/A&E - Level 1 Set-Aside**

(Refer to – Community Business Enterprise (CBE-A/E) Program for the Purchase of Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services Implementing Order 3-32)

Proposed participating SBE firms must have a valid Miami-Dade County SBE certification by the response deadline of this solicitation. If selected, participating SBE firms must have a valid SBE certification at the time of award of the contract and throughout the contract term.

All required SBE documents must be completed and submitted. Failure to submit the required documentation may render the proposal non-responsive.

## **1.8 SCHEDULE**

The anticipated schedule for this solicitation is as follows:

NTPC Available for Distribution: July 26, 2016

Pre-Submittal Project Briefing: August 2, 2016 at 3:00 P.M.  
Location: Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street  
10<sup>th</sup> Floor, CITT Conference Room 1011  
Miami, Florida 33128

Deadline for Receipt of Questions: August 10, 2016 at 5:00 P.M. (Local Time)

Deadline for Receipt of Proposals: August 26, 2016 at 3:30 P.M. (Local Time)  
Location: Miami-Dade County, Clerk of the Board  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 17-202  
Miami, Florida, 33128

First Tier Meeting: **TBD**

Second Tier Meeting: **TBD**

A/E Consultant Selection Coordinator: **XXXX**  
Address: Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128  
Telephone: (305) 375-2852  
E-Mail: **XXXX**

All project specific questions and/or requests for public documents shall be addressed, in writing, to the A/E Consultant Selection Coordinator, referenced above, with a copy to the COB.

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

## **1.9 ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing and addressed to the A/E Consultant Selection Coordinator denoted in this NTPC. Subject requests must be submitted no later than the deadline for receipt of questions specified in Section 1.8, Schedule. The request must contain the ISD project number, title, proposer's name, name of proposer's contact person, address, phone number, facsimile number, and e-mail address. E-mail requesting additional information will be received by the A/E Consultant Selection Coordinator at



the e-mail address specified in **Section 1.8** above.

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

Proposers who obtain copies of this NTPC from sources other than the County's website risk the potential of not receiving addenda. Such proposers are solely responsible for those risks. Only proposers, who are included in the County's Vendors List, for this particular NTPC, will receive pertinent addenda.

#### **1.10 NTPC AVAILABILITY**

A solicitation notification will be forwarded electronically to all consultants who are pre-qualified with Miami-Dade County and who have denoted an e-mail address, and commodity code 99-999 (PRE-QUALIFIED ARCHITECTS AND ENGINEERS) on their vendor registration form. It will also be e-mailed to those that have vendor enrolled. The NTPC and accompanying documents may be obtained online at <http://www.miamidade.gov/procurement/solicitations.asp>. Once directed to the aforementioned site click on "Solicitations" for additional information on how to do business with Miami-Dade County. Copies of the NTPC, forms, and accompanying participation provisions, as applicable, may also be obtained from ISD at the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, 13th Floor, Suite 1300, Miami, Florida 33128. The phone number for the unit is (305) 375-2307.

#### **1.11 APPLICABLE LEGISLATION**

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

##### Florida Statute(s)

- Section 119.07: Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- Section 119.0701: Contracts; Public Records
- Section 287.055: Consultants Competitive Negotiation Act
- Section 287.133: Public Entity Crimes

##### Miami-Dade County Code

- Section 2-1076: Office of the Inspector General
- Section 2-8.5: Local Preference
- Section 2-8.5.1: Local Certified Veteran Business Enterprise
- Section 2-8.8: Fair Subcontracting Practices
- Section 2-10.4: Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services.
- Section 2.11.1: Conflict of Interest and Code of Ethics

- Section 10-34: Listing of Subcontractors Required

#### Ordinance(s)

- 03-27: Cone of Silence
- 03-107: Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- 07-65: Sustainable Building Program
- 09-68: Local Certified Service Disabled Veterans Preference
- 82-37: A/E Affirmative Action Plan
- 98-30: County Contractors- Employment/Procurement Practices
- 11-24: Community Business Enterprise
- 11-90: Ordinance Relating to the Collection of Data for a Disparity Study
- 14-79: Sea-Level Rise Ordinance

#### Implementing Order(s)

- 3-34: Formation and Performance of Selection Committees
- 3-32: Community Business Enterprise
- 3-41: Small Business Enterprise
- 7-7: Public Service Honor Code

#### Administrative Order(s)

- 3-20: Independent Private Sector Inspector General Services
- 3-26: Ordinance Amending Section 2-10.4 Requiring Certain Agreements for Professional Architectural and Engineering Services to Include Value Analysis as a Part of the Base Scope of Services.
- 3-39: Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10: Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

#### Resolution(s)

- R-1040-93: Affirmative Action Plan Furtherance and Compliance
- R-385-95: Policy Prohibiting Contracts with Firms Violating the American with Disabilities Act (ADA) and Other Laws Prohibiting Discrimination on the Basis of Disability ADA Requirements, are a Condition of Award, as Amended by Resolution R-182-00.
- R-894-05: Independent Private Sector Inspector General Services
- R-744-00: Requiring the Continued Engagement of Critical Personnel in Contracts for Professional Services for the Duration of the Project
- R-185-00: Domestic Violence Leave Requirements are A condition of Award
- R-273-05: Public Involvement Planning
- R-390-10: Resolution Rescinding Administrative Order 3-34, Formation and Performance of Selection Committees, and Approving Implementing Order 3-34 to Provide Direction to The County Mayor or His Designee Regarding the Formation and Performance of Selection Committees.
- R-63-14: Contractor Due Diligence Affidavit
- R-1106-15: Aspirational Policy of Miami-Dade County

Copies of the aforementioned legislation may be obtained at the COB. Refer to Section 1.8, Schedule, for detailed COB location information.

### 1.12 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon advertisement of each Request for Proposal (RFP) or Request for Qualifications (RFQ), and terminates at the time a written recommendation is issued to the County Mayor (Mayor) or Board of County Commissioners (BCC), as applicable. The Cone of Silence is hereby defined to mean a prohibition on the following, among possible others:

- a) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the County's professional staff including, but not limited to, the Mayor and his or her staff;
- b) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the Mayor and his or her staff;
- c) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;
- d) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the selection committee therefore;
- e) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners and their respective staffs; and
- f) Any communication regarding a particular RFP, RFQ, or bid between any member of the County's professional staff and any member of the selection committee therefore.

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

- a) Competitive processes for the award of Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), State Housing Initiatives Partnership (SHIP) and Surtax Funds administered by the Miami-Dade County, Office of Community and Economic Development and the community-based organization (CBO) competitive grant processes administered by the Park and Recreation, Library, Water and Sewer, and Solid Waste Departments, Cultural Affairs and Tourist Development Councils and the Department of Environmental Resources Management;
- b) Communications with the County Attorney and his or her staff;
- c) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees of the Management and Technical Assistance Unit of SBC.

regarding small business and/or minority business programs, the CBE and Equitable Distribution Programs (EDP);

- d) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees responsible for administering disadvantaged business enterprise programs in County departments receiving federal funds, provided the communications are limited strictly to matters of programmatic process or procedure;
- e) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Mayor makes his or her written recommendation;
- f) Any emergency procurement of goods or services pursuant to Administrative Order 3-2;
- g) Communications regarding a particular RFP, RFQ or bid between any person and the Vendor Information Center staff, the procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- h) Communications between a potential vendor, service provider or bidder and employees the DPM or other department identified in the solicitation document as the issuing department; and
- i) Consultations by employees of the DPM with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress.

#### Exceptions

- a) The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the BCC during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the BCC unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the COB and the COB shall make copies available to any person upon request.
- b) The provisions of this ordinance shall also not apply to oral communications at briefings held by county commissioners and the County Mayor or his designee, after the selection committee or other evaluating group makes its recommendation to the Mayor, provided that the briefings are not intended to influence the outcome of the selection committee or other evaluating group's recommendation to the Mayor; provided, however, that this exception shall not apply to outside groups such as lobbyists or representatives of the responding or bidding companies or entities.

#### Penalties

- a) In addition to the penalties provided in Subsections (s) and (v) hereof, violation of this Subsection (t) by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Miami-Dade County CSC. In addition to any other penalty provided by law, violation of any provision of this

ordinance by a Miami-Dade County employee shall subject said employee to disciplinary action up to and including dismissal... Additionally, any person who has personal knowledge of a violation of this ordinance shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission.

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

Written communications may be in the form of an e-mail, with a copy to the COB at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

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

### **1.13 COMMUNICATIONS AND SUBMITTAL OF ADDITIONAL INFORMATION**

Additional submittals and/or supplemental information after the submission deadline, as noted in Section 1.8, shall be submitted solely to the Clerk of the Board, and only upon request by the County Proposers are hereby advised that effective with the advertisement of this solicitation, proposers and their lobbyists are prohibited from having any communication, oral or written, with CSC members or the entire CSC outside of the publicly noticed Selection Committee meetings. All communications shall be forwarded to the A/E Selection Coordinator with a copy to the Clerk of the Board.

### **1.14 LOCAL PREFERENCE**

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

- a) A business that has a valid Miami-Dade County occupational license issued at least one year prior to bid or proposal submission, and which is appropriate for the goods, services or construction to be purchased;
- b) A business that has a physical Miami-Dade County business address, from which the vendor operates or performs business (Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address); and

- c) A business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. To satisfy this requirement, the proposer shall affirm in writing its compliance with either of the following objective criterion as of the proposal submission date stated in the solicitation:
1. Retention or expansion of employment opportunities in Miami-Dade County; or
  2. Vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County; or
  3. Some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

Local preferences shall be applied to A/E professional services solicitations as follows:

The adjusted qualitative score of all CSC Ranked proposers will be determined by discarding the highest and lowest qualitative scores and tabulating the remaining qualitative scores. Qualitative scores are not adjusted for Second Tier evaluation.

If the CSC Ranked firms are either all Local or all Non-Local, if the CSC Ranked Local firms are all ranked higher than the Non-Local firms, or if the CSC Ranked Local firms' adjusted qualitative scores are all more than 5% lower than the CSC Ranked Non-Local firms then Local Preference is not applied by the County Mayor or County Mayor's designee. The CSC Rank becomes the Final Ranking of proposers.

If the adjusted qualitative score of a CSC Ranked Local firm is within 5% of the adjusted qualitative score of a higher CSC Ranked Non-Local firm, then Local Preference will be applied. The County Mayor or County Mayor's Designee shall re-rank the firms placing any Non-Local firm immediately below the lowest CSC Ranked Local firm whose adjusted qualitative score is higher than, or within 5% of the adjusted qualitative score of such Non-Local firm. In the event multiple Non-Local firms are re-ranked below the same Local Firm, such Non-Local firms shall be listed below the Local firm in order of their adjusted ordinal scores. Local firms shall also be listed in order of their adjusted ordinal rank. Once all Local Preference adjustments to the CSC Rank are made, the new rankings become the Final Ranking.

#### **1.15 CONFIDENTIAL INFORMATION**

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

### **1.16 CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY**

Questions regarding organizational conflicts of interest shall be submitted prior to the submittal date and addressed to the Miami-Dade Commission on Ethics by any bidder, proposer, contractor, or subcontractor regarding potential organizational conflicts pertaining to its own bid, or by the local government contracting officer regarding potential organizational conflicts pertaining to any bidder, proposer, contractor, or subcontractor. The Commission on Ethics shall evaluate the request based on standards established under the Federal Acquisition Regulation (FAR) at 48 CFR § 9.5 (2013) in order to determine if any possible organizational conflicts of interest exist. Determinations by the Commission on Ethics shall be deemed final. When a bidder, proposer, contractor, or subcontractor is found to have a conflict, the submittal presented by the conflicted party shall be rendered nonresponsive.

### **1.17 DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)**

The PSA will be provided at the time of negotiations.

### **1.18 SUSTAINABLE BUILDING PROGRAM, IF APPLICABLE**

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

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

### **1.19 VENDOR REGISTRATION**

A Miami-Dade County Vendor Registration Package (VRP) must be completed in order to be recommended for contract award. Effective July 1, 2008, a new VRP, inclusive of the Uniform Affidavit Packet (Affidavit Form), must be completed by vendors and returned to ISD's, Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for contract award. In the event the VRP is not properly completed and returned within the specified time the County may, in its sole discretion, award to the next lowest responsive, responsible proposer. The proposer is responsible for downloading the VRP and applicable affidavits, from the ISD website at <http://www.miamidade.gov/procurement/vendor-services.asp>. In addition, copies of the VRP and applicable affidavits may be obtained from ISD's, Vendor Assistance Unit, located

at the Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

### **1.20 PUBLIC ENTITY CRIMES**

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

- Submitting a proposal for a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting a proposal on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity;
- Transacting business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two, ten thousand dollars (\$10,000), for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

### **1.21 LOBBYIST CONTINGENCY FEES**

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

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

### **1.22 LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

### **1.23 ENERGY EFFICIENT BUILDING TAX CREDIT, IF APPLICABLE**

The Energy Policy Act (EP Act) of 2005 (Section 1331) as established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building



property placed-in-service after December 31, 2005. This incentive was recently extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three tax years, so projects that come on line in 2007 or afterwards are eligible.

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

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

#### **1.24 SCRUTINIZED COMPANIES**

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

**1.25 SUBCONTRACTORS - RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES**

Pursuant to Ordinance No. 11-90, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful proposer demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful proposer shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

**1.26 ACCESS STATEMENT FOR NOTICES OF PUBLIC MEETINGS AND DEPARTMENTAL PUBLICATIONS**

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

**1.27 SEA LEVEL RISE**

In accordance with Ordinance 14-79, the Consultant shall consider the potential impacts of sea level rise.

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

RECORDS AT (305) 375-5773; [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV); 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128

**1.29 ASPIRATIONAL POLICY REGARDING DIVERSITY**

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

## DIVISION 2.0 PROPOSAL REQUIREMENTS

### 2.1 FORMAT AND CONTENTS

Proposers should carefully follow the format and instructions outlined herein. The LOQ must include the signature of the firm's authorized representative. Please refer to Section 2.2, Submittal Requirements for Initial Submission and Second Tier Additional Information, when Applicable, for the amount of copies to be submitted.

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

Each proposal (original and copies) shall consist of the following documents in the order noted below and must be bound.

a) Letter of Qualifications

This document, together with all other ISD applicable forms, is available on Miami-Dade County's webpage at the following link:

<http://www.miamidade.gov/procurement/architectural-engineering-forms.asp>.

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

The execution of the LOQ constitutes the unequivocal offer of the proposer to be bound by the terms of its proposal. Failure of a respondent to properly execute the LOQ may render the proposal non-responsive. The County may however, at its sole discretion, accept any proposal that includes an executed document which unequivocally binds the proposer to the terms of its offer.

b) Resumes

Resumes must be submitted for all team members participating on the project. Subject document must be paginated and include personnel's name at the top of each page.

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

c) ISD Form No. 1 - Local Business Preference Affidavit

ISD Form No.1 shall be completed and provided by the prime consultant firm claiming local preference in Miami-Dade County. Prime consultants must complete, execute and notarize the subject form, as well as attach any applicable documentation.

d) ISD Form No. 5 - Lobbyist Registration Affidavit

ISD Form No. 5 shall be submitted by the prime consultant, and shall list all members of the presentation team who will be participating in Second Tier (oral presentations). An amended ISD Form No. 5 must be submitted to the COB prior to Second Tier (oral presentations), if additional individuals will be speaking at subject meeting. The amended form should be titled as "Amended" and should denote those members that have been substituted and/or added with an asterisk. Be sure to submit the amended form to both ISD and the COB within the above stated timeframe. Applicable fees may apply.

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

1. Any person who appears as a representative for an individual or firm, for an oral presentation before a County certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the County all individuals who may make presentations. The affidavit shall be filed with the COB at the time of response submittal.
2. The individual or firm must submit a revised affidavit for any additional team members with the COB, by the time of the scheduled oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the COB, prior to the oral presentation.

e) ISD Form No. 11 - Experience & Qualification / Preference / Reference Form

ISD Form No. 11 shall be submitted by each team member (Prime, A/E Sub-consultant, and/or non-A/E sub-consultant), as applicable. Applicable firm must list previous similar type project in which it has performed work. The reference provided should be for one project and must comply with the requirements listed in Section 1.2. Firms must denote whether the reference project is to meet an experience and qualification requirement, a preference stipulation, and/or a general project reference.

f) Table of Organization (TO) - It is required that a TO, inclusive of the following information, be submitted by the Prime Consultant:

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

2. Listing of all assigned personnel and professional services, including Miami-Dade County's technical certification categories assigned to each team member in connection with this project.

- g) SBE / A&E Letter(s) of Agreement.
- h) Contractor Due Diligence Affidavit. (Only required of the Prime consultant)

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

Please ensure that each one of your references has been advised that they may be contacted by ISD staff, or designee, to verify the information provided in any of the following applicable forms:

- ISD Form No. 11 Experience & Qualification / Preference / Reference Form

Pursuant to an Ethics and Public Trust Commission opinion, dated March 15, 2005, respondents requesting professional references from Miami-Dade County employees must submit said request in writing, to the attention of subject County employee with a copy to the COB. The COB may be reached via e-mail at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

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

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

Please note that the following forms are not required to be included with your proposal. The selected Proposer must submit the following as a condition of award:

ISD Form No. 7 – Subcontractor/Supplier Listing (Ordinance 97-104)

ISD Form No. 9 – Fair Subcontracting Policies (Section 2-8.8 of the Miami-Dade County Code)

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

Interested firms must submit their proposal in sealed envelope(s) and/or container(s), which clearly state the following:

- Project Number
- Project Title
- Consultant's Name
- Consultant's Mailing Address

▪ **Consultant's Telephone Number**

Each sealed envelope and/or container shall include one (1) printed and signed original; six (6) bound printed copies; three (3) CD electronic copies and one (1) flash drive electronic copy, in SEARCHABLE .pdf format; inclusive of the firm's authorized representative's signature. Please ensure that all CDs contain ONLY the information provided in the original printed copy; therefore, no animations or videos are permitted. All sealed envelopes and/or containers shall be delivered to the following location:

**Miami-Dade County  
Clerk of the Board  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128  
Attention: XXXX  
Re: ISD Project No. XXXX**

Pursuant to Florida Statute 119.07 (3) (m), all proposals received will become public record thirty (30) days after the response deadline.

To preclude a late respondent from having an advantage, economic or otherwise, all submittals shall be delivered to the COB, Suite 17-202, no later than the proposal submittal deadline denoted in Section 1.8, Schedule. The COB will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. All proposals received and time stamped by the COB prior to the proposal submittal deadline shall be accepted as timely submittals. The circumstances surrounding all proposals received and time stamped by the COB after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office, in order to determine whether the proposal will be accepted as timely.

The responsibility for submitting a proposal to the COB, on or before the stated time and date, is solely and strictly the responsibility of the proposer. Miami-Dade County is not responsible for delays caused by any mail, package/couriers service, nor caused by any other occurrence.

Be advised that all sealed proposal envelopes and/or containers received after the specified response deadline may not be considered.

**In the event that the CSC elects to hold a Second Tier meeting (oral presentations), the order of presentations will be based on the reverse order of receipt at the COB of each firm's First Tier proposals (including any addenda, amendments, or supplemental information). That is, short-listed firms that submit their final proposals to COB first, will be scheduled to provide their oral presentations last at the Second Tier meeting.**

**2.3 POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process.

or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

**2.4 COSTS INCURRED BY PROPOSERS**

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



## DIVISION 3.0 EVALUATION/SELECTION PROCESS

### 3.1 INTRODUCTION

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

### 3.2 SELECTION PROCESS

In accordance with the guidelines established in I.O. 3-34 and A.O. 3-39, proposals will be evaluated based on a two tier selection process, when applicable. In the event that the County receives fewer than three proposals, or fewer than three proposals are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible, provided that the County has conducted an analysis of market availability for subject services and determined at its sole discretion that there is no further market availability or immediate interest to provide subject services. Furthermore, in the event that the County receives fewer than three proposals, the County at its sole discretion may extend the proposal submittal deadline date, denoted in Section 1.8, Schedule, provided that proposal(s) have not been opened. A summary of the evaluation process to be utilized in this solicitation is set forth below.

### 3.3 PROPOSAL EVALUATION

The CSC will evaluate responsive, responsible proposals, based on First and Second Tier criteria, in an effort to make a responsible recommendation to the County Mayor or County Mayor's designee as to which of the respondents should be granted the right to negotiate a contract for the solicited services. This recommendation is made with the objective of effecting an equitable distribution of contracts among qualified firms. Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).

First Tier evaluation will be performed based on the criteria listed below. A proposer may receive a maximum qualitative point value of 100, or any portion thereof, per CSC member in his or her discretion, depending on the merit of the proposal in accordance with the following criteria:

#### FIRST TIER EVALUATION CRITERIA

*Criterion 1A: Qualifications of Firms Including the Team Members Assigned to the Project  
(1 point min. / 50 point max.)*

Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with County regulations and experience level of professional and management staff.

*Criterion 2A: Knowledge and Past Experience of Similar Type Projects  
(1 point min. / 20 point max.)*

Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable. Evaluation of respondent's past experience and knowledge on similar type projects.

*Criterion 3A: Past Performance for the Firms  
(1 point min. / 20 point max.)*

Evaluation of the firms on the team, overall interrelationship with proposed sub consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of one (1) reference for work performed within a ten-year period or another period stated within the NTPC. For respondents with previous County work experience, ISD shall provide the CSC the available performance evaluation data for each firm. The firms may be provided a standard questionnaire to augment the County's data.

*Criterion 4A: Amount of Work Awarded and Paid by the County  
(1 point min. / 5 point max.)*

The value for services awarded and paid to each prime consultant or sub consultant firm(s) on the team including current County contracts for a three-year period from the submittal date of the solicitation shall be considered, with the consultant with the least dollars paid receiving the highest point value. The firm's prior years net compensation and/or potential compensation for professional services rendered on County's projects shall also be considered. When reporting the dollar value of services performed as a prime consultant, the dollar value shall exclude the sub consultant agreement or fees associated with the subject professional services performed.

*Criterion 5A: Ability of the Team Members to Interface with the County  
(1 point min. / 5 point max)*

Communication ability, proximity to the project, commitment to satisfy the County's requirements and familiarity with County guidelines.

The Consultant Selection Committee (CSC) Chairperson records the qualitative points awarded by each CSC member for each of the five (5) criteria for each respondent firm. Chairperson records the total qualitative points for each firm.

Chairperson determines and records ordinal scores for each firm based on the qualitative points awarded to each firm by each CSC member.

The CSC Chairperson shall determine the adjusted ordinal score by discarding the highest and lowest ordinal scores for each firm and tabulating the remaining ordinal scores.

The firms shall be ranked by the CSC based on the adjusted ordinal score and such rank shall become the final rankings for recommendation by the CSC (CSC Rank).

Pursuant to Miami-Dade County Code 2-10.4 and I.O. 3-34, the adjusted qualitative score of all CSC Ranked proposers will be determined by discarding the highest and lowest total qualitative scores and tabulating the remaining qualitative scores. The adjusted qualitative scores shall be

used for any necessary tie-breaks or application of the LCVBE or Local Business Preference.

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

- a) The CSC may waive the Second Tier evaluation process, and recommend to the County Mayor or County Mayor's designee that a contract be negotiated with the highest ranked responsive and responsible proposer(s) based solely on the evaluation results of First Tier. Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).
- b) The CSC may short-list and require short-listed respondents to participate in a Second Tier. Short-listed respondents may be required to submit additional documentation which may include, but is not limited to, knowledge of project scope, qualifications of team members assigned to the project, and ability to provide required services within schedule and budget and /or to participate in oral presentations.

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

If the CSC decides by majority vote to proceed to Second Tier, the CSC First Tier ranking shall be reflective of the application of LCVBE, Local Preference, and any tie-breakers as applicable.

If proceeding to Second Tier, ISD staff will notify short-listed respondents regarding the following as applicable:

- Oral presentation date, time, location and duration
- Additional information submittal due date, time and location. This information shall be submitted to the Clerk of the Board as indicated in Section 2.2 – Submittal Requirements.

A proposer participating in the Second Tier evaluation process may receive a maximum qualitative point value of 100, or any portion thereof, per CSC member in his or her discretion, depending on the merit of the proposal in accordance with the following criteria:

#### SECOND TIER EVALUATION CRITERIA

##### *Criterion 1B: Knowledge of Project Scope*

*(1 point min. / 50 point max.)*

Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required) and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.

##### *Criterion 2B: Qualifications of Team Members Assigned to the Project*

*(1 point min. / 40 point max.)*

Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned (if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with County regulations.

*Criterion 3B: Ability to Provide Required Services within Schedule and Budget  
(1 point min. / 10 point max.)*

Evaluation of the respondent's overall management approach including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues and methods employed to avoid cost overruns and project delays.

The CSC's scores for Second Tier criteria will be submitted in writing to the A/E Consultant Selection Coordinator. The total qualitative points given by each CSC member to each respondent will be converted to an ordinal score pursuant to Miami-Dade County Code 2-10.4. The firms shall be ranked by the CSC based on the ordinal score and such rank shall become the final rankings for recommendation by the CSC (CSC Rank). The qualitative scores may be used for any necessary tie-breaks or application of the LCVBE or Local Business Preference.

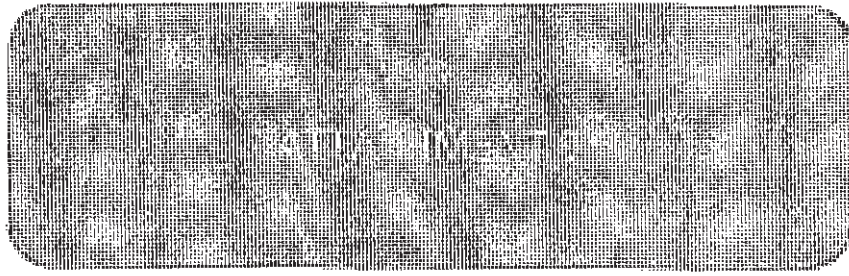
Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).

#### **3.4 NEGOTIATIONS:**

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

**CARLOS A. GIMENEZ  
COUNTY MAYOR  
MIAMI-DADE COUNTY, FLORIDA**

2000-00-0000



**Miami-Dade Professional Services Task Force**  
Summary Meeting Minutes (corrected on October 11, 2016)

Meeting #1 - September 27, 2016

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on September 27, 2016 at 9:00 a.m. at the Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128, 5<sup>th</sup> Floor Conference Room B.

**Members Present:**

1. Enrique "Rick" Crooks (Chairperson)
2. Deborah D. Swain (Vice-Chairperson)
3. Alberto D. Argudin
4. Rosa Bazo
5. Barron Channer
6. Adebayo Coker
7. Carlos M. Gil-Mera
8. Darryl Holsendolph
9. Gordon "Eric" Knowles
10. Godfrey A.O. Lamptey
11. Robert Linares
12. Jeff Lozama
13. Victor J. Pujals
14. Scarlett Rico
15. Eduardo M. Suarez
16. Manual G. Vera
17. Cliff Walters
18. Brenda J. Westhorp

**Members Absent:**

19. Jose A. Munoz

The following individuals were also present: Curt Williams, Miriam Singer, Laurie Johnson, Elizabeth Zabowski, Hugo Benitez, Miguel Gonzalez, Ivette Argudin

**Call to Order**

Miriam Singer called the meeting to order and self-introductions were held with all those present.

The Local Business issue was the first issue discussed, whether it is the "boost" needed. All can meet consensus on this issue.

Regarding R-414-16, change by the Task Force members is made via this Resolution. Then ethics issues were discussed regarding procurements, Florida's Sunshine Law.

Godfrey Lamptey entered the meeting. Brenda Westhorp entered meeting shortly thereafter.

A question was posed: How can the Miami-Dade Architectural and Engineering Society (MDAES) discuss issues related to the Board of County Commissioners? Answer: You can't, unless you publicly advertise MDAES meeting. A recommendation that a Chairperson must be nominated occurred. Rick Crooks was then nominated by Debbie Swain. All members agreed and Mr. Crooks was officially nominated as the Chair of the Task Force. The Vice-Chair then

nominated by Cliff Waters was Debbie Swain, all members agreed and Ms. Swain was officially nominated as Vice-Chair of the Task Force.

Mr. Crooks went into introductions again and there was more discussion of the non-architecture and engineering members. A question as to what the first issue to be discussed should be was presented. Local business or locally headquartered business? Alberto Argudin requested to discuss IO 3-39 DRAFT after the Locally Headquartered Preference is considered.

Barron Channer asked about equitable distribution and what was the Consultants' Competitive Negotiation Act? Hugo Benitez discussed the following legislation: 3-39, 287.055, 2-10.4, the boilerplate template for the Consultants' Competitive Negotiation Act. Folders for each legislation could be tabbed in binders. Mr. Channer then asked if there was a disparity study on professional studies. If so, can it be made available to the Task Force members? He also asked what West Palm Beach and Broward counties are doing with Local Preference. Carlos Gil-Mera asked whether Local Preference is just one (1) year with the local business tax. He also asked if they needed to define Local Preference. Deborah Swain recommended starting with the proposed Local Headquarter language.

Cliff Walters stated that many new Board of County Commissioners policies create delays. That the procurement process seems to stop at times.

Brenda Westhorp suggested the Equitable Distribution Program should be looked at.

Eric Knowles suggested the P3 mentor/protégée programs need to be looked at. Asked if MDX has looked at local businesses. Is there a study?

Deborah Swain asked if there was a draft of the IO 3-39.

Ms. Singer responded yes, Commissioner Edmonson has requested it.

Discussion on whether Broward County passed the Locally Headquartered Ordinance? Broward gives points. Request to look at the Orlando Locally Headquartered language.

Cliff Walters stated that some firms are winning all Miami-Dade Aviation, Water and Sewer, and Transportation and Public Works Projects. Preclusion language is inconsistent between the various User departments.

Deborah Swain discussed IO 3-34, establishing Competitive Selection Committee members. Rick Crooks suggested that maybe sub-committees can be formed for 5-7 issues.

The process was discussed among members regarding Registered Architecture and Engineering vendors. Darryl Holsendolph requested Small Business Reports, such as a five (5) year history of awards to all AE firms and Small Business Firms.

Specifically, the process of the Administrative Orders, ordinances, procedures, and the IO Draft. Locally Headquartered versus tri-county draft ordinances. A disparity study on small business.

Deborah Swain agrees with the focus of the Task Force. MDAES has documents to share. Members can split up in this room.

Rick Crooks questioned whether the members want sub-committees? How Local Preference must be the whole Task Force.

Carlos Gil-Mera discussed inconsistency in man hour estimates at negotiation meetings, how each department has different ideas of allowed cost.

Sub-committees created are the following:

Procurement by the Numbers

Darryl Holsendolph (Chairperson)  
Jose A. Munoz (Vice-Chairperson)  
Jeff Lozama  
Cliff Walters  
Brenda J. Westhorp

- a. Date review, goals and recommendations, future steps, mechanisms implemented, inclusion and exclusion, and measurement of the data.

Equitable Distribution

Barron Channer (Chairperson)  
Victor J. Pujals (Vice-Chairperson)  
Rosa Bazo  
Robert Linares  
Adebayo Coker  
Godfrey A.O. Lamptey  
Scarlett Rico  
Gordon "Eric" Knowles

- b. Review of program versus the Consultants' Competitive Negotiation Act.

Process

Deborah D. Swain (Chairperson)  
Enrique "Rick" Crooks (Vice-Chairperson)  
Alberto D. Argudin  
Manuel G. Vera  
Eduardo M. Suarez  
Carlos M. Gil-Mera

- c. Look at Codes AO 3-39, 2-10.4, IO 3-34

At the next meeting, members will discuss Locally Headquartered Preference, Equitable Distribution Program process, conduct PowerPoint presentations, and draft resolution of Locally Headquartered Preference, MDX, and tri-county legislation language review.

All communications will be through Cynthia Garrote and/or Curt Williams.

A motion was made to adjourn and the motion was seconded "both were inaudible". Meeting was adjourned at 11:51 AM.

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Enrique "Rick" Crooks, Chairperson



**Miami-Dade Professional Services Task Force**  
Summary Meeting Minutes  
Meeting #2 – October 11, 2016

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on September 27, 2016 at 9:00 a.m. at the Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128, 5<sup>th</sup> Floor Conference Room B.

1. Enrique "Rick" Crooks (Chairperson)
2. Deborah D. Swain (Vice-Chairperson)
3. Alberto D. Argudin
4. Rosa Bazo
5. Barron Channer
6. Adebayo Coker
7. Carlos M. Gil-Mera
8. Darryl Holsendolph
9. Gordon "Eric" Knowles
10. Godfrey A.O. Lamptey
11. Jose A. Munoz
12. Victor J. Pujals
13. Scarlett Rico
14. Eduardo M. Suarez
15. Manuel G. Vera
16. Cliff Walters

**Members Absent:**

17. Robert Linares
18. Jeff Lozama
19. Brenda J. Westhorp

The following individuals were also present: Curt Williams, Hugo Benitez, Laurie Johnson, Elizabeth Zabowski, Patricia Carney, Maria Mujica-Melendez, Joanne Roederer, Brenda Rivera, Helen Cordero, Cristina Amores, and Cynthia Garrote.

**Call to Order**

There was a 10 member quorum and so the meeting could continue. Introductions were held.

First topic to discuss was the approval of minutes.

Cliff Walters had an issue with his comments as stated on the minutes. It should be that the "policies" create; and that some firms are winning and there is an inconsistency how different departments award projects.

Rick Crooks stated that certain departments have been allowed to change the procurements practices to suit their preferences.

Victor Pujals provided that Jose Munoz was appointed at last meeting to vice-chair of a sub-committee.

Darryl Holsendolph requested a Small Business report providing AE awards history of the past 5 years, including EDP and how the awards were distributed to small businesses etc.

Carlos Gil-Mera asked regarding the Broward and Orlando information from last meeting.

Miami-Dade Professional Services Task Force  
October 11, 2016  
Meeting #2

Scarlett Rico stated she researched the Orlando County and other surrounding counties and that most counties have some form of locally headquartered preference.

Curt Williams was asked about the Broward County information, but stated that due to the Hurricane and the short week, the information would be provided next meeting.

Alberto Argudin requested that the discussion regarding IO-3-39 on last meetings minutes was not accurate.

Motion to approve minutes as amended was granted.

MDX Presentation by Helen Cordero focusing on Small Business Policy, including consistent and prior services on what has been paid out in the last 5 years. The presentation also included discussion on local business participation policies.

Cliff Walters discussed whether there is a set-aside for local businesses? Do you need legal approval?

Helen Cordero responded there are no set-asides.

Darryl Holsendolph asked there is a problem with liquidated damages being assessed to firms who do not make the required SBE/LB requirements of MDX's policy.

Victor Pujals discussed local business certification, asked how does one prove certification?

Helen Cordero responded through licenses, employee information, and certifying through documents that information is correct.

Victor Pujals asked whether you need to show the Articles of Incorporation to prove local business certification.

Helen Cordero responded no, that it is proved through forms and applications. There may be a 2 year suspension for lying. Certification is renewed every year.

Darryl Holsendolph began discussing the particulars of the Local Business certification requirements. Helen Cordero responded by discussing the 3 requirements in detail. It was established that you need 2 of 3.

There was a show of hands as to who has worked as a consultant for MDX.

Carlos Gil-Mera requested that Curt Williams share the MDX presentation.

Manuel Vera asked to be excused from the meeting.

Architectural and Engineering presentation by Curt Williams discussing AE procedure, services, selection committees.

Miami-Dade Professional Services Task Force  
October 11, 2016  
Meeting #2

Curt Williams discussed why high or low rankings are not dropped in Design Builds, due to legislation.

Darryl Holsendolph asked what stops an employee from speaking to a committee member.

Curt Williams discussed ethics and how employees should act carefully.

Carlos Gil-Mera asked how long does it take from start to finish on a Design Build, as he is now dealing with a 1.5 year project.

Rick Crooks stated that those issues will be discussed in subcommittees.

Hugo Benitez commented that selection committees make the recommendations to the Mayor, who in turn may return to committee, which may account for the timing on these projects.

Discussion with members regarding qualitative points and ordinals, requests for percentages on the Small Business report as members reviewed the report.

Laurie Johnson provided a 5-year study to members.

Darryl Holsendolph requested that a report capturing spending amounts be provided.

Laurie Johnson stated the report she provided does not capture that information, will try to get the information to members.

Discussion ensued that there is "cherry picking" going on by the County departments and dollar amounts going to small businesses.

Adebayo Coker left the meeting at 11:08 a.m.

Discussion regarding tabs 4, 6, and 7 in binder. Curt Williams will send tracked changes to Deborah Swain regarding Architecture and Engineering policy. Noted that emails and attachments should be sent to Curt Williams directly, not to copy any other members.

Barron Channer discussed definition of "equitable" and further discussion regarding race/gender and a disparity study. Request for study report to be made available to members.

Laurie Johnson stated she will make the disparity study available at next meeting.

Discussions regarding there is a problem that only 1 local firm named as the top 500 Architecture and Engineering firms in Miami-Dade County.

Cliff Walters requested that the definition of what a local business is.

Rick Crooks stated we will discuss this topic further at next meeting.

Victor Pujals provided that big firms provide the opportunity by having diversity within the firms.

Discussion that Broward County shuts out Miami-Dade County.

Miami-Dade Professional Services Task Force  
October 11, 2016  
Meeting #2

Discussion that Commissioner Bovo sponsored this Task Force, there was a previous Townhall Meeting to ensure industry impact,

Discussion as to what amounts of money awarded are actually staying in Miami-Dade County.

Hugo Benitez provided that there is language used, i.e. "nerve center", adopted into our process that came from a previous court case.

Rick Crooks stated that the next meeting will take place on October 25, 2016 and asked to set the Agenda.

Rick Crooks stated that the things to be done for the next meeting include 1) Broward County information, preferably to bring in an employee to make a presentation, 2) provide members with the Disparity Report and 3) Define local and locally headquartered firms. Discussion involved Carlos Gil-Mera who concurred and added that members should also be prepared to break into groups.

Hugo Benitez will provide the Disparity Study opinions at the next meeting.

Discussion that all sub-committees make their own Agendas for the next meeting.

There was a motion to adjourn and the motion was seconded. Meeting adjourned at 12:10 p.m.

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Chairperson, Enrique "Rick" Crooks

**Miami-Dade Professional Services Task Force**  
Summary Meeting Minutes  
Meeting #3 – October 25, 2016

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on October 25, 2016 at 9:00 a.m. at the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Miami, FL 33128, 19<sup>th</sup> Floor Main Conference Room.

1. Enrique "Rick Crooks" Crooks (Chairperson)
2. Deborah D. Swain (Vice-Chairperson)
3. Alberto D. Argudin
4. Barron Channer
5. Carlos M. Gil-Mera
6. Darryl Holsendolph
7. Gordon "Eric" Knowles
8. Jose A. Munoz
9. Victor J. Pujals
10. Scarlett Rico
11. Eduardo M. Suarez
12. Manual G. Vera
13. Cliff Walters
14. Brenda J. Westthorp
15. Adebayo Coker
16. Godfrey A.O. Lamptey

**Members Absent:**

17. Robert Linares
18. Rosa Bazo
19. Jeff Lozama

The following individuals were also present: Curt Williams, Hugo Benitez, Miguel Gonzalez, Laurie Johnson, Elizabeth Zabowski, Patricia Carney, Pete Hernandez, Cristina Amores, and Jacqueline Carranza.

**Call to Order**

There was initially a 14 member quorum and so the meeting could continue. Introductions were held.

First topic to discuss was the approval of minutes.

Motion to approve minutes was granted.

Hugo Benitez provided the history of minority programs (Small Business Programs) of Miami-Dade County, overview of the Equitable Distribution Program (EDP) and Disparity Study.

The first minority program of Miami-Dade County started in 1982. The law was changed in 1989 by Supreme Court City of Richmond vs. Croson. Consequently, the Miami-Dade County minority program as substantially amended in 1994. Miami-Dade County was sued in 1994, reached parity in 1999 and was sued again in 2004. In an effort to study if parity had been reached, the County hired Mason Tillman and Associates, Ltd. (Mason) to conduct the study from 2007 to 2011. In 2004, the Miami-Dade County Small Business Enterprise (SBE) program was created.

Miami-Dade Professional Services Task Force  
October 25, 2016  
Meeting #3

Darryl Holsendolph had an issue with the direction of the County Attorney's Office (CAO). He asked what the will of the County is. He stated that the County has all the data. You (the County) set the standards and create the disparities. He provided that staff creates the issues. He stated let the Courts make the decision. Also asked what is the educational component of the bonding? Outreach and awareness?

Hugo Benitez stated that the County addresses these issues with licensure and technical certifications. Unbundle large contracts.

Cliff Walters stated that the County is doing something right as he sees three (3) people who have graduated from the SBE program in this Committee.

There was a question about how the EDP Program allows firms outside of Miami-Dade County.

Elizabeth Zabowski stated that it does not. She provided that the firm has to have a local office, experience as a local firm for a minimum of one (1) year and must provide a local business tax receipt.

Barron Channer stated that we have to start thinking of us as a family. He stated that based on the Mason study on racial disparity, the County's data is significantly flawed. Given that we know the data is flawed, we should create a task force to understand it. Barron Channer further provided that Mason opined that the County ought to go before the Courts and request a partial release of injunction. And that the CAO had responded that if the County were to request that release that the County would be harmed. Barron Channer stated that the County should spend time as a County to study this business and economic matter.

Brenda Westhorp stated that there is a huge disparity in women engineering firms. She provided that we should tackle education.

Victor Pujals stated (regarding the technical certification) that he had never heard about it being a problem.

Hugo Benitez provided that it's required in order to work with the County.

The issue of finding out data was raised. How much of this trickles down to the firms? The numbers are not there.

Rick Crooks stated that a numbers committee should be formed since we are having problems tracking numbers.

Eric Knowles stated that the challenge with tracking is going to take us back years.

Barron Channer stated that the Mason study was not based on population. That they identified significant disparities for blacks, Hispanics, and women.

Cliff Walters provided that there are other ways to get where we want to go. He said to look at the Competitive Selection Committee (CSC) and make sure your team has the same diversity.

Miami-Dade Professional Services Task Force  
October 25, 2016  
Meeting #3

The question of how the data is going to be tracked was raised. It was also stated that the EDP program is flawed.

Rick Crooks said that he wanted to set schedules, goals, objectives for the subcommittees.

Procurement by the Numbers sub-committee will discuss tracking numbers to achieve some type of equity.

Equitable Distribution Sub-committee will discuss the EDP and bonds.

Next item discussed was the Broward County locally headquartered program. The task force is going to get into more detail at the next meeting.

Rick Crooks distributed the Broward County procurements and how they grade location and how they define locally headquartered. Broward County uses the Supreme Court definition. Broward only uses locally headquartered.

Hugo Benitez stated that there was a proposed ordinance that got deferred. It's a complex process. It laid out the process step by step.

Rick Crooks asked if there was anything procedurally wrong.

Hugo Benitez stated that there was not.

Curt Williams provided that the proposal was written by an attorney and that the intent was to use current methods on how to apply local preference to also apply locally headquartered. He stated that we have to use either points or a percentage. He also provided that we currently use a percentage system for local preference.

Rick Crooks stated that we may need to do away with local preference and only have locally headquartered.

There was further discussion about locally headquartered. Would change the Code. Locally headquartered is not defined for A&E.

Rick Crooks stated that there is an opportunity for locally headquartered.

Barron Channer stated that Broward chooses not use a local business tax for this program, since it's easy to change the address in Sun Biz.

Brenda Westthorp asked about the purpose. To help firms that have now graduated but not quite able to compete.

Jose Munoz provided that there is a culture of bias towards bigger firms. He stated that corruption happens at the staff level, according to officials. At MDX, the local business program works. Local firms should be able to compete, data shows that does not happen.

Deborah Swain stated that in the economic downturn we lost a lot of small firms. Many were absorbed by others. There is a distinction in large firms, there are those that invest locally with

Miami-Dade Professional Services Task Force  
October 25, 2016  
Meeting #3

local employees and there are those with minimal local investment, take work out of here. There is a value in firms that truly invest in Miami-Dade County.

Rick Crooks stated that Miami is No. 2 for start-ups, but not for scale ups. Community will not thrive if we can't help those firms to grow.

Victor Pujals asked if are we changing or keeping the local preference. He agreed that we need to create a locally headquartered preference.

Scarlett Rico stated that large firms are safe because of qualifications and experience even with locally headquartered preference. Small firms wouldn't be able to Prime.

Victor Pujals stated that we have to form the criteria.

Curt Williams stated that they can have a front, and that a non-local firm can put a local firm as the Prime.

Darryl Holsendolph provided that we need to protect our local interests.

Jose Munoz stated that we should be on board to protect local dollars and keep them here.

Carlos Gil-Mera stated that local taxpayers' dollars should be kept in Miami-Dade County.

Deborah Swain provided that the local preference definition and criteria should be more specific.

At 11:21 AM, the committee broke up into the sub-committees. The sub-committees are to discuss goals/objectives, how to accomplish them, and time frames.

Barron Channer spoke on behalf of the Equitable Distribution Sub-committee and provided that the goal was the equitable distribution of A&E awards. The focus is on the review of the current policies (SBE and A&E), provide a recommendation for equitable distribution other than location, review locally headquartered, what data should be collected. Timeline is as soon as possible. (See Equitable Distribution Sub-committee agenda)

Brenda Westhorp spoke on behalf of the Procurement Sub-committee and provided that the mission is to create transparency, to track accurately the dollars awarded to the Prime and the Subs. To track how many firms are local, minority, gender ownership, number of local employees, and demographics. Timeframe is to have the system in place within one year. (See Procurement by the Numbers Sub-committee agenda)

Deborah Swain spoke on behalf of the Process Sub-committee and provided that their goal was to streamline the process. Would look at modifying the Code, review local preference, locally headquartered, scoring system and local preference and locally headquartered impacts, volume of past work, CSC training. Timeframe to complete in three meetings. (See Process Sub-committee agenda)

Rick Crooks stated that he wanted to meet bi-weekly to complete this study on time. He also stated that the next meeting will take place on November 10, 2016 and asked to set the Agenda.



Miami-Dade Professional Services Task Force  
October 25, 2016  
Meeting #3

Rick Crooks stated that the things to be done for the next meeting include 1) The sub-committee chairs will email their agenda to Curt Williams and he will send them out to everyone for review and comment, 2) develop milestones, workplan, outline for report to BCC and 3) have a staff member to explain current process.

Darryl Holsendolph requested a report of the dollars awarded to minority firms, local vs. non-local, and small business firms from staff. He will call Laurie to obtain information. He also requested the Mason Tillman executive summary. Curt Williams will send link.

Next meeting will start with allowing the public to provide comments and then breaking into sub-committees.

There was a motion to adjourn and the motion was seconded. Meeting adjourned at 12:10 p.m.

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Chairperson, Enrique "Rick Crooks" Crooks

**Miami-Dade Professional Services Task Force**  
**Summary Meeting Minutes**  
**Meeting #4 - November 10, 2016**

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on November 10, 2016 at 9:00a.m. at the Miami Children's Courthouse, 5<sup>th</sup> Floor Conference Room B.

**Members Present:**

1. Enrique "Rick Crooks" Crooks (Chairperson)
2. Deborah D. Swain (Vice-Chairperson)
3. Alberto D. Argudin
4. Rosa Bazo
5. Barron Channer
6. Carlos M. Gil-Mera
7. Darryl Holsendolph
8. Gordon "Eric" Knowles
9. Victor J. Pujals
10. Scarlett Rico
11. Eduardo M. Suarez
12. Cliff Walters
13. Brenda J. Westhorp
14. Godfrey A.O. Lamptey

**Members Absent:**

15. Adebayo Coker
16. Manuel G. Vera
17. Jose A. Munoz
18. Robert Linares
19. Jeff Lozama

The following individuals were also present: Curt Williams (ISD), Miguel Gonzalez (CAO), Laurie Johnson (SBD), Cristina Amores (ISD), Cynthia Garrote (ISD), Elizabeth Zabowski (ISD), Maria Mujica-Melendez, Brenda Rivera, Bill Anido, Patricia Carney

**Call to Order**

Approval of minutes passed.

No public comments.

Rick Crooks: Discussion regarding purpose of Task Force, from R414-16.

Darryl Holsendolph: What is the model?

Rick Crooks: Expects to draft I.O., get departmental approval. Can ISD use this language and score firms appropriately?

Darryl Holsendolph: His subcommittee needs data regarding local firms or not local.

Victor Pujals: We should focus on local versus locally headquartered (LHQ). Local is based on Local Business Tax Receipt, so LHQ needs to be distinguished in a fair manner.

Cliff Walters: Can we do LHQ set aside versus a blanket LHQ?

Miami-Dade Professional Services Task Force  
November 10, 2016  
Meeting #4

Rick Crooks: We will address definitions in subcommittees. We expect to present to the Board.

Eric Knowles: Firms may have conflicting number of employees, so finance is an issue.

Rick Crooks: May also look at profit and overhead figures to see if firms contribute to economy

Eric Knowles: Yes, firm may be non-local, but have 500 employees in Miami.

Carlos Gil-Mera: LHQ has to do with spending by firms in County.

Victor Pujals: Disagree.

Brenda Westhorp: Elephant in room. Much of the big money is exported by firms.

Baron Channer: if non-local has 50 employees in Miami, then they are leading the economy. This is an impact, positively.

Rick Crooks: Agreed, but we do have to close out with specific resolution to the Board.

Carlos Gil-Mera: 2 models. 1) MDX model, use LHQ set aside 2) Broward model, points on scoring.

Miguel Gonzalez: Mentioned need to allow public participation

Rick Crooks: We did allow that earlier.

Deborah Swain: Already have Small Business Enterprise percentages for small business. Can extra points be given, like 2 points, etc.? LHQ just needs recognition for headquartered by points. Needs definition of LHQ and applications.

Cliff Walters: Process used to be 10 weeks, but needs to be okay for ISD. Will this be okay for SBD?

Darryl Holsendolph: What about no-bid contracts?

Laurie Johnson: Not for A/E

### **Break into Sub-Committees**

### **Reconvene Main Task Force**

Rick Crooks passed around the sign-in sheets again.

Sub-committees begin to discuss with Task Force what they are pursuing and what recommendations to give to the Board at the end of the Task Force meetings.

Miami-Dade Professional Services Task Force  
November 10, 2016  
Meeting #4

**Equitable Distribution Sub-committee**

- Discussion regarding edits to IO/AO
- Identified 5 documents to edit and review: IO 3-34, 3-32, 3-39, Draft IO 3-39, and Ordinance 2-12
- Non-local equitable distribution discussion and the need for recommendations
- Looked at 3-39 as well as the rotation value possible considered for locally headquartered SBE firms and reconvert strict adherence to rotation program unless there are technical requirements
- Review EDP Special Requests and \$\$
- Discuss timeframe of 3 to 4 hours of work needed to be done in 2 meetings
- Discussion of special consideration defining locally headquartered
- Discussion of 3-39, mark-up versus clean red-lined draft

Deborah Swain: Suggested using clean version

**Procurement by Numbers Sub-committee**

- Discussion on reports generated
- Report to capture all projects, dollar amounts, and dollars awarded
- Discussion of local and non-local vendors, total employees in the South Florida market, ethnicity and validating percentage of ownership, and how to improve on current report
- There will be a recommendation form in report
- Possibly finalize by the next meeting

**Process Sub-committee**

- Discussion of locally headquartered business, what the committee would like in implementation
- Came up with 10 things in the discussions
- Want to get a list of all Task Force members to address all suggestions
- Selection criteria was a focus of discussion

Rick Crooks: Next meeting will be on November 29, 2016. Can possibly be a sub-committee meeting entirely. The following meeting will be on December 13, 2016.

Barron Channer: We may need more time.

Rick Crooks: Final discussion regarding meeting breakdown.

There was a motion to adjourn and the motion was seconded. Meeting adjourned at 12:08 p.m.

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Chairperson, Enrique "Rick" Crooks

**Miami-Dade Professional Services Task Force**  
Summary Meeting Minutes  
Meeting #5 - November 29, 2016

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on November 29, 2016 at 9:00 a.m. at the Stephen P. Clark Center, 18th Floor Conference Room (18-4).

**Members Present:**

1. Enrique "Rick Crooks" Crooks (Chairperson)
2. Deborah D. Swain (Vice-Chairperson)
3. Alberto D. Argudin
4. Rosa Bazo
5. Adebayo Coker
6. Barron Channer
7. Carlos M. Gil-Mera
8. Darryl Holsendolph
9. Jose A. Munoz
10. Victor J. Pujals
11. Eduardo M. Suarez
12. Manuel G. Vera
13. Cliff Walters
14. Brenda J. Westhorp

**Members Absent:**

15. Scarlett Rico
16. Robert Linares
17. Jeff Lozama
18. Godfrey A.O. Lamptey
19. Gordon "Eric" Knowles

The following individuals were also present: Curt Williams (ISD), Hugo Benitez (CAO), Laurie Johnson (SBD), Cristina Amores (ISD), Cynthia Garrote (ISD), Elizabeth Zabowski (ISD), Maria Mujica-Melendez, Patricia Carney

**Call to Order**

Approval of minutes passed:

Rick Crooks: Is there a public comment? None noted. Let's go straight into the subcommittee groups. We only have 1 more meeting after this, so we must get some closure in this meeting. Last meeting should be packaging and finalizing.

**Break Into Sub-Committees at 9:15 a.m.**

**Reconvene Main Task Force at 11:51 a.m. to hear Sub-Committee reports on progress.**

**Procurement by the Numbers**

Darryl Holsendolph: Discussed the saving of data. Data should be saved online with reporting tools by end of 2017. This must all be transparent and easily available.

Miami-Dade Professional Services Task Force  
November 29, 2016  
Meeting #5

**Equitable Distribution**

Barron Channer: Discussed A.O. 3-39, had 5 recommendations, including being specific to the rotational value for EDP. They will look at 2-10.4, I.O. 3-39, I.O. 3-34, and are developing a series of recommendations for next meeting. They will share their changes or recommendations.

**Process**

Deborah Swain: There should be a document requesting statistics, such as contracts and self-reporting forms. Let the data show decisions to allow transparency.

Deborah Swain: Discussed I.O. 3-39 Tier 1 and 2 selection criteria, proposed that we add when a project WILL go to Tier 2, or not, and local preference and locally headquartered (LHQ) preference need definitions. Also ordinal scores, proposing dropping only the low scores. Proposed LHQ could be 5 points with non-LHQ receiving 1-3 points if LHQ used for 10%/point as a subconsultant. Need to move the dropped scores from I.O. 3-34 to I.O. 3-39. Will work further on LHQ and Project Manager/Key Personnel issues.

Rick Crooks: Next committee breakout session will be limited to 1 hour and 45 minutes and 1 hour for the general meeting. 15 minutes for introductions/start up.

December 13, 2016 is the next planned meeting.

January 10, 2017 will be the following meeting. Members discussed and agreed to this date.

There was a motion to adjourn and the motion was seconded. Meeting adjourned at 12:09 p.m.

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Chairperson Enrique "Rick" Crooks

**Miami-Dade Professional Services Task Force**  
Summary Meeting Minutes  
Meeting #6 – December 13, 2016

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on December 13, 2016 at 9:00 a.m. at the Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128, 5<sup>th</sup> Floor Conference Room B.

**Members Present:**

Deborah D. Swain (Chairperson)  
Enrique "Rick Crooks" Crooks (Vice-Chairperson)  
Alberto D. Argudin  
Eduardo M. Suarez  
Carlos M. Gil-Mera  
Darryl Holsendolph  
Jose A. Munoz  
Cliff Walters  
Barron Channer  
Scarlett Rico  
Gordon "Eric" Knowles

**Members Absent:**

Manuel G. Vera  
Brenda J. Westhorp  
Jeff Lozama  
Victor J. Pujals  
Rosa Bazo  
Robert Linares  
Adebayo Coker  
Godfrey A.O. Lamptey

The following individuals were also present: Curt Williams (ISD), Hugo Benitez (CAO), Laurie Johnson (SBD), Cristina Amores (ISD), Elizabeth Zabowski (ISD), Maria Mujica-Melendez, Brenda Rivera, Joanne Roederer, Patricia Carney, Edwige De Crumpe

**Call to Order at 9:15 a.m.**

Rick Crooks: Is there a public comment? None noted. Let's go straight into the subcommittee groups. We must get some closure in this meeting. The last meeting should be packaging and finalizing.

**Break Into Sub-Committees at 9:30 a.m.**

Continued group discussions on issues of concern. Planning and drafting of comments.

**Reconvened Main Task Force at 11:30 a.m.**

**Procurement by the Numbers**

Report and recommendations are complete.

**Equitable Distribution**

Barron Channer: Discussed recommendations. He will share their recommendations for next meeting.

Miami-Dade Professional Services Task Force  
December 13, 2016  
Meeting #6

Process

Deborah Swain: Discussed Criterion 5A- LHQ Prime may get 5 points. Non-LHQ Prime may get up to 3 points for each 10% use of LHQ subs. Additional discussions on Primes vs Sub-Consultant use. Will finalize in draft reports and discuss at next meeting.

Rick Crooks: Discussed the need to start the draft report and the proposed contents of the report. Date of next meeting was discussed. January 18, 2017 will be the next planned meeting.

Motion to approve minutes of November 29, 2017 meeting made and passed.

Motion to adjourn this meeting was made and passed. Meeting adjourned at 12:05 p.m.

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Chairperson Enrique "Rick" Crooks



**Miami-Dade Professional Services Task Force**  
Summary Meeting Minutes  
Meeting #7 – January 18, 2017

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on January 18, 2017 at 9:00 a.m. at the Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128, 5<sup>th</sup> Floor Conference Room B.

**Members Present:**

Deborah D. Swain (Chairperson)  
Enrique "Rick Crooks" Crooks (Vice-Chairperson)  
Alberto D. Argudin  
Eduardo M. Suarez  
Carlos M. Gil-Mera  
Darryl Holsendolph  
Cliff Walters  
Barron Channer  
Godfrey A.O. Lamptey  
Victor J. Pujals  
Manuel G. Vera  
Brenda J. Westhorp

**Members Absent:**

Jose A. Munoz  
Scarlett Rico  
Gordon "Eric" Knowles  
Jeff Lozama  
Rosa Bazo  
Robert Linares  
Adebayo Coker

The following individuals were also present: Curt Williams (ISD), Hugo Benitez (CAO), Miguel Gonzalez (CAO), Laurie Johnson (SBD), Cristina Amores (ISD), Elizabeth Zabowski (ISD), Miriam Singer (ISD) Maria Mujica-Melendez, Brenda Rivera, Patricia Carney, Chuck Sinclair, Ivette Argudin, Maria Molina, Carmen Baker, Humberto Alonso

**Call to Order at 9:17 a.m.**

Rick Crooks: Are there any public comments? None noted. Introductions of all attendees in the room.

Discussed Final Report to include: Appendix – all provided attachments; Scale-Ups article, all presentations, etc. Suggested additional chapters as follows:

3.0 Structure and Sub-Committees. Purposes of Sub-Committee: Process, Procurement by Numbers, and Equitable Distribution

4.0 Sub-Committee findings and recommendations

5.0 Task Force Findings

Discussions of Sub-committees:

Procurement by the Numbers

Darryl Holsendolph: Discussed findings and recommendations from their report.

Equitable Distribution

Barron Channer: Discussed findings and recommendations from their report.

Process

Deborah Swain: Looked at Miami-Dade's A&E Recommendations. Local Preference is currently by percentage, but recommends changing to points. Reviewed definitions added as well as Criteria 3A - requiring Equitable Distribution suggestions to be added. Criteria 4A – Dollars Awarded and Paid was discussed using Average Dollar Values. Criterial 5A – Locally Headquartered 3% plus percentage for sub-consultants. Not affecting Local Preference – needs to see 5 points – this is described in 3-39 as Mayors designee will adjust qualitative scores for Locally Headquartered Scores for Locally Headquartered Preference and Disabled Veterans.

2.8-5 – Proposing Locally Headquartered to get 5 points and Disabled Veterans get 5 points.

3-34 – Dropping of High and Low scores – needs to be changed  
Add training to CSC on Local Preference and Locally Headquartered.

Discussed Criterion 5A- Locally Headquartered Prime may get 5 points. Non- Locally Headquartered Prime may get up to 3 or 5 points for each 10% use of LHQ subs (1 point per 10%). Additional discussions on Primes vs Sub-Consultant use. Will finalize in draft reports and discuss at next meeting.

Rick Crooks commented on the need for:

1. Industry Review
2. Procurement/ISD Review
3. Legal Review

Locally Headquartered – if a firm wins as Prime, they must responsible for performing 50% or more of the work.

- Locally Headquartered Affidavit should be used  
-Affiliates Reso. – not passed. However, Hugo Benitez explained that affidavits can be added to definition of Locally Headquartered.

Rick Crooks: Suggested random drawing for Tier 2 Oral Presentations

Cliff Walters: Expressed his concern with Three (3) Selection Committee members from the Client Department making a majority.

It was recommended that the next meeting with Deborah D. Swain only to type changes to the Ordinance together with Hugo Benitez.

Miriam Singer: Suggested two industry meetings to be held. One in the morning and another in the evening to accommodate industry participation.

Pete Hernandez: Requested copies of documents discussed.

Rick Crooks: next Task Force meeting to discuss and finalize 3-32, 2-10.4, 3-34 first, then 3-39. Locally Headquartered and the enforcement (possibly using SBD model for SBEs). Need to include future industry input when received. At close of next meeting, set Industry Meetings. We also need to meet with Attorneys. Set a Final Task Force meeting to vote on recommendations.

Hugo Benitez: Remember to capture points for attendees that were agreed to or NOT agreed to. Also include the industry comments or feedback.

Date of next meeting was discussed. January 31, 2017 will be the next planned meeting.

Motion to approve minutes of December 13, 2016 meeting, made and passed.

Motion to adjourn this meeting was made and passed.

**Meeting adjourned at 12:08 p.m.**

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Chairperson Enrique "Rick" Crooks

**Miami-Dade Professional Services Task Force**  
Summary Meeting Minutes  
Meeting #8 – February 8, 2017

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on February 8, 2017 at 9:00 a.m. at the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Miami, FL 33128, 10<sup>th</sup> Floor CITT Conference Room.

**Members Present:**

Deborah D. Swain (Chairperson)  
Enrique "Rick Crooks" Crooks (Vice-Chairperson)  
Alberto D. Argudin  
Carlos M. Gil-Mera  
Cliff Walters  
Barron Channer  
Victor J. Pujals  
Brenda J. Westthorp  
Scarlett Rico

**Members Absent:**

Jose A. Munoz  
Gordon "Eric" Knowles  
Jeff Lozama  
Rosa Bazo  
Robert Linares  
Adebayo Coker  
Eduardo M. Suarez  
Darryl Holsendolph  
Godfrey A.O. Lamptey  
Manuel G. Vera

The following individuals were also present: Curt Williams (ISD), Miguel Gonzalez (CAO), Gary Hartfield (SBD), Laurie Johnson (SBD), Cristina Amores (ISD), Elizabeth Zabowski (ISD), Maria Mujica-Melendez, Brenda Rivera, Cheryl Jacobs, Lynette Cardoch, Miguel A. Gonzalez, Juan Crespi, Alex Annunziato, Tony Rosabal, Bill Anido, Pete Hernandez, Yvette Aleman

**Call to Order at 9:16 a.m.**

Rick Crooks: Are there any public comments? None noted. Introductions of all attendees in the room.

Acknowledgement of lack of quorum, therefore the committee will not vote on items until a minimum of 10 members are present.

Discussed EDP Process Committee change 3-32 – Use language for Locally Headquartered for Enforcement and adopt from SBD.

Curt Williams: Recommends implementation of Locally Headquartered in 3-39 and to refer to solicitation document for directions.

Rick Crooks: Wants clear definition of Locally Headquartered Business

Victor Pujal: Recommends that a firm be register with Florida Ref. Corp and that a firm has to meet 2/3 factors to be considered Locally Headquartered.

Cliff Walters: Suggested that a punishment for not completing the Locally Headquartered Affidavit correctly be implemented.

Barron Channer: Can a newly Locally Headquartered firm bypass the 1 year Local Preference requirement?

Debbie Swain: Presented via laptop and projector discussions changes/corrections to I.O. 34, I.O. 3-39, 2-10.4 and 2-8.5.

Group discussions related to: LHQ points, tie-breaks, ordinal points, statements regarding Tier 1 only and no Tier 2 in NTPC, order of presentation by drawing, Criterion 3A to give points to firms who met/failed to meet SBE goals, loss of Project Manager. EDP rotational value, EDP group for LHQ.

Laurie Johnson: Planning on EDP group(s) for LHQ and SBE

Rick Crooks: We need to set final meetings including industry meetings. Then 1 final meeting to sunset.

Proposed February 21 or 22 for next meeting.

No Motion to approve minutes of January 18, 2017 meeting, due to no quorum.

**Meeting concluded at 12:20 p.m.**

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Chairperson Enrique "Rick" Crooks

**Miami-Dade Professional Services Task Force**  
Summary Meeting Minutes  
Meeting #9 – February 8, 2017

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on February 8, 2017 at 9:00 a.m. at the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Miami, FL 33128, 10<sup>th</sup> Floor CITT Conference Room.

**Members Present:**

Enrique "Rick Crooks" Crooks (Chairperson)  
Deborah D. Swain (Vice-Chairperson)  
Alberto D. Argudin  
Carlos M. Gil-Mera  
Cliff Walters  
Barron Channer  
Victor J. Pujals  
Brenda J. Westhorp  
Scarlett Rico  
Eduardo M. Suarez  
Robert Linares  
Jose A. Munoz  
Manuel G. Vera  
Adebayo Coker  
Godfrey A.O. Lamptey

**Members Absent:**

Gordon "Eric" Knowles  
Jeff Lozama  
Rosa Bazo  
Darryl Holsendolph

The following individuals were also present: Curt Williams (ISD), Miriam Singer (ISD), Miguel Gonzalez (CAO), Gary Hartfield (SBD), Laurie Johnson (SBD), Cristina Amores (ISD), Brenda Rivera, Pete Hernandez, Yvette Aleman, Ignacio Lizama, Patricia Carney, Ivette Argudin, Max Fajardo,

**Call to Order at 9:16 a.m.**

Rick Crooks: Are there any public comments? None noted. Introductions of all attendees in the room.

Acknowledgement of lack of quorum, therefore the committee will not vote on items until a minimum of 10 members are present.

Discussed EDP Process Committee change 3-32 – Use language for Locally Headquartered for Enforcement and adopt from SBD.

Curt Williams: Recommends implementation of Locally Headquartered in 3-39 and to refer to solicitation document for directions.

Rick Crooks: Wants clear definition of Locally Headquartered Business

Victor Pujal: Recommends that a firm be register with Florida Ref. Corp and that a firm has to meet 2/3 factors to be considered Locally Headquartered.

Cliff Walters: Suggested that a punishment for not completing the Locally Headquartered Affidavit correctly be implemented.

Barron Channer: Can a newly Locally Headquartered firm bypass the 1 year Local Preference requirement?

Debbie Swain: Presented via laptop and projector discussions changes/corrections to I.O. 34, I.O. 3-39, 2-10.4 and 2-8.5.

Group discussions related to: LHQ points, tie-breaks, ordinal points, statements regarding Tier 1 only and no Tier 2 in NTPC, order of presentation by drawing, Criterion 3A to give points to firms who met/failed to meet SBE goals, loss of Project Manager. EDP rotational value, EDP group for LHQ.

Laurie Johnson: Planning on EDP group(s) for LHQ and SBE

Rick Crooks: We need to set final meetings including industry meetings. Then 1 final meeting to sunset.

Proposed February 21 or 22 for next meeting.

No Motion to approve minutes of January 18, 2017 meeting, due to no quorum.

**Meeting concluded at 12:20 p.m.**

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Chairperson Enrique "Rick" Crooks

**Miami-Dade Professional Services Task Force**  
**Summary Meeting Minutes**  
**Working Meeting #10 – March 1, 2017**

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on March 1, 2017 at 9:00 a.m. at the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Miami, FL 33128, 13<sup>th</sup> Floor, ISD Conference Room 13-B.

**Members Present:**

Enrique "Rick Crooks" Crooks (Chairperson)  
Alberto D. Argudin  
Barron Channer  
Carlos M. Gil-Mera  
Cliff Walters

**Members Absent:**

Deborah D. Swain (Vice-Chairperson)  
Rosa Bazo  
Adebayo Coker  
Darryl Holsendolph  
Gordon "Eric" Knowles  
Godfrey A.O. Lamptey  
Robert Linares  
Jeff Lozama  
Jose A. Munoz  
Victor J. Pujals  
Scarlett Rico  
Eduardo M. Suarez  
Manuel G. Vera  
Brenda J. Westhorp

The following individuals were also present: Curt Williams (ISD), Hugo Benitez (CAO), Miguel Gonzalez (CAO), Cristina Amores (ISD), Maria Mujica-Melendez, Brenda Rivera, Yvette Argudin, Nelson Perez-Jacome

**Call to Order at 9:19 a.m.**

Rick Crooks: Introductions of all attendees in the room. D. Swain is absent today. We hope to get legal input on the process. We need to advertise the March 7<sup>th</sup> Industry Meeting.

Curt Williams: Meeting has been placed on Miami-Dade Calendar; notification will be "blasted" in next 1-2 days. ITD web site includes current AO 3-39 and Task Force proposed IO 3-39.

Rick Crooks: Led discussions of changes made in prior meeting to AO 3-39. Made minor edits to clarify language in several areas

**Proposed March 1, 2017 for Industry Meeting**

No Motion to approve minutes of Meeting #9 held on February 22, 2017, due to no quorum today.



Meeting concluded at 12:20 p.m.

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Chairperson Enrique "Rick" Crooks

**Miami-Dade Professional Services Task Force**  
**Summary Meeting Minutes**  
**Working Meeting #11 – March 14, 2017**

The Miami-Dade Professional Services Task Force (Task Force) convened a meeting on March 14, 2017 scheduled for 9:00 a.m. at the Miami Children's Courthouse, 155 NW 3 Street, Miami, FL 33128, 5<sup>th</sup> Floor, Conference Room B.

**Members Present:**

Enrique "Rick Crooks" Crooks (Chairperson)  
Alberto D. Argudin  
Adebayo Coker  
Carlos M. Gil-Mera  
Gordon "Eric" Knowles  
Godfrey A.O. Lamptey  
Robert Linares  
Jose A. Munoz  
Victor J. Pujals  
Scarlett Rico  
Eduardo M. Suarez  
Manuel G. Vera  
Cliff Walters  
Brenda J. Westthorp

**Members Absent:**

Deborah D. Swain (Vice-Chairperson)  
Rosa Bazo  
Barron Channer  
Darryl Holsendolph  
Jeff Lozama

The following individuals were also present: Curt Williams (ISD), Hugo Benitez (CAO), Miguel Gonzalez (CAO), Julie Whiteside (ISD), Elizabeth Zabowski (ISD), Maria Mujica-Melendez, Brenda Rivera, Ivette Argudin, Nelson Perez-Jacome, Patricia Carney, Ignacio Lizama, Cristina Ortega, Gisele Colbert, Robert Regalado, Jorge Maspons, Luis Cazado, Mark Drummond, Vincente Arrebola, Jose Vazquez, Sam Moussly, Shahin Hermat, Pedro Hernandez.

**Call to Order at 9:18 a.m.**

Rick Crooks: Introductions of all attendees in the room.

Victor Pujals motions to approve minutes of Meeting #9, Eduardo Suaraz seconds, motion approved unanimously.

Alberto Argudin motions to approve minutes for Meeting #10, Godfrey Lamptey seconds, motion approved unanimously.

Discussion of 3/7 Industry Meeting: 71 people present (signed-in, though there were likely many more in attendance); Meeting went very well, was well managed.

Reviewed attorney's changes to the I.O.: per Hugo Benitez, CAO, intent is the same, only made grammatical changes, and cleaned up the document.

Discussed Item 3, suggestions to change Construction Manager At Risk. Rick discusses approval process.

Discussed Locally Headquartered definition; Victor Pujals wants to add "Florida Corporation" to the definition.

Discussed Optional 2<sup>nd</sup> Tier; Victor Pujals wants the decision made at the time of advertisement. Hugo Benitez concurs. Hugo questions engineering vs. architectural component regarding number of tiers – determines it needs to be rewritten. Victor says it's meant to be the contract (PSA) value, not the component value. Hugo will rewrite. Discussion: what if a project is a combination of architectural and engineering? Decision is made that it will depend on the project designation as determined by the user department (whether the project is titled A or E)

Discussed calculations of locally headquartered;

- Victor Motions to cap at 35%, Brenda seconds motion; remaining 12 members vote against it and motion is denied 12 to 2.
- Victor Motions not to carry locally headquartered preference to Second Tier, Cliff seconds motion for discussion purposes; final vote: Victor, Cliff and Brenda vote in favor; remaining 11 members vote against and motion is denied 11 to 3.

Discussed EDP, Adebayo motioned for EDP to be SBE only, Brenda seconds motion, Victor, Cliff, and Scarlett vote in favor; everyone else votes against; motion denied 10 to 4.

Discussion of Progressive Design-Build. Ignacio Lizama requests County to consider adding this method to the IO.

Hugo reviews/explains Implementing Order regarding local headquartered: eligibility requirements, schedule of participation, letter of commitment, cure period - Victor wants 3 business days vs. 48 hours, Hugo agrees. Discussion of non-performance of Prime vs. Subs.

Discussion of Task Force Report to Commission. Industry can send comments that will be included in the report.

Motion by R. Crooks to allow Chair, Vice Chair and anyone else interested to work with CAO in modifying language (without materially changing intent). Hugo clarifies that he can only meet with members individually (not more than one member at a time). Rick motions; Victor seconds motion; motion passes with 11 members in favor.

Victor requests that latest draft be posted on-line.

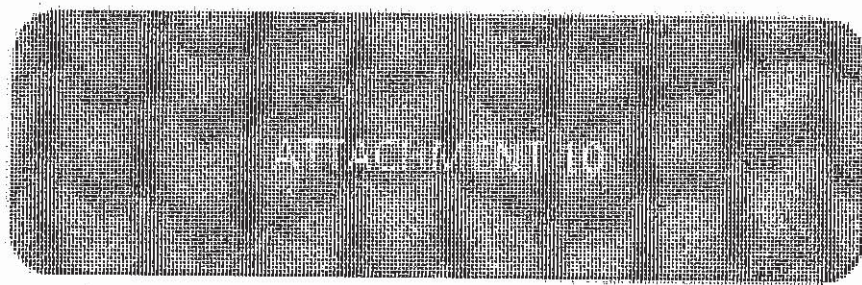
The final version will be shared with committee members prior to placing the item on agenda.

Motion to adjourn is passed.

**Meeting concluded at 12:05 p.m.**

Chairperson Enrique "Rick" Crooks

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**Internal Services Department  
Professional Services Task Force  
Organizational Meeting Agenda  
September 27, 2016 at 9:00 a.m.**

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- |   |  |
|---|--|
| <b>1. Welcome and Introductions</b>   | Miriam Singer<br>Sr. Assistant Director/Chief<br>Procurement Officer<br>Internal Services Department |
| <b>2. Review of Enabling Legislation, Resolution No. R-414-16, Professional Services Task Force</b>                               | Alex Annunziato<br>Chief of Staff<br>County Commissioner Vice-Chairman<br>Esteban Bovo, District 13  |
| <b>3. Review of Florida Statutes, Public Records, Sunshine Law, Citizens Bill of Rights, and Miami-Dade County Code of Ethics</b> | Joe Centorino<br>Executive Director<br>Commission on Ethics and Public Trust                         |
| <b>4. Election of Chairperson and Vice-Chairperson</b>  |  |
| <b>5. Scheduling of Future Meetings</b>   |  |
| <b>6. Other Business</b>  |  |
| <b>7. Adjournment</b>   |  |



**Professional Services Task Force  
Meeting #2 Agenda  
October 11, 2016 at 9:00 a.m.  
Miami Children's Courthouse, 155 NW 3rd  
Street, Miami, FL 33128.  
5<sup>th</sup> Floor Conference Room B.**

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- 9:00 – 9:10**            **Welcome and Introductions. Approval of Minutes of Meeting #1 on September 27, 2016 - Rick Crooks, Chairperson**
- 9:10 – 9:35**            **MDX - Local and Small Business Policy - Helen Cordero, MDX**
- 9:35 – 10:00**        **A&E Process - Curt Williams, ISD**
- 10:00 – 10:30**       **Equitable Distribution Program (EDP) - Laurie Johnson, ISD**
- 10:30 – 11:00**       **Proposed Modifications to the AO 3-39**
- 11:00 – 11:30**       **Locally Headquartered Business Proposal - Rick Crooks**
- 11:30 – 12:00**       **Next Steps / Sub-Committee Assignments - Task Force**
- 12.00**                **Adjournment**



**Professional Services Task Force  
Meeting #3 Agenda**

**October 25, 2016 at 9:00 a.m.**

*Stephen P. Clark Center, 111 NW 1st Street, Miami,  
FL 33128.*

*19<sup>th</sup> Floor, SBD Main Conference Room*

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- 9:00 – 9:10**      **Welcome and Introductions.**  
**Approval of Minutes of Meeting #2 held on October 11, 2016 -**  
Rick Crooks, Chairperson
- 9:10 – 9:30**      **Fate of the Minority Business Enterprises - Hugo Benitez, CAO**
- 9:30 – 9:50**      **Disparity Study - Laurie Johnson, ISD**
- 9:50 – 10:00**      **Broward County's Locally Headquartered Preference - Rick  
Crooks**
- 10:00 – 11:00**      **Local Headquartered Business Proposal**  
Legal Review and Comments - Hugo Benitez, CAO  
Procurement Review and Comments - Curt Williams, ISD  
Discussion - Task Force
- 11:00 – 11:45**      **Sub-Committees Assemble and Discuss Goals**
- 11:45 – 12:00**      **Next Steps/Set Agenda - Task Force**  
Report Outline and Schedule to Complete
- 12:00**              **Adjournment**



## Professional Services Task Force

### Meeting #4 Agenda

November 10, 2016 at 9:00 a.m.

*Miami Children's Courthouse, 155 NW 3rd Street,  
Miami, FL 33128.*

*5<sup>th</sup> Floor Conference Room B.*

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**9:00 – 9:10**            **Welcome and Introductions.**  
Approval of Minutes of Meeting #3 held on October 25, 2016  
- Rick Crooks, Chairperson

**9:10 – 9:15**            **Opportunity for Public Comments – Guests**

**9:15 – 9:30**            **Review Task Force Purpose and Subcommittee Goals (see  
below excerpt from resolution, R-414-16):**

The purpose of the Task Force is to review the County's existing legislation, administrative practices and procedures, and competitive solicitation documents for the purchase of professional services covered under the CCNA, including without limitation, Section 2-10.4 of the Code of Miami-Dade County and Administrative Order 3-32, and to offer recommendations for their improvement to achieve a more equitable distribution of County contracts, all consistent with the intent and the requirements of the CCNA.

In particular, and without limitation to the generality of the foregoing, the Task Force shall evaluate the existing local preference and the possibility of creating a locally headquartered preference for professional firms, defining the thresholds and other parameters of such proposed enactments. Additionally, the Task Force shall evaluate the efficacy of the County's local preference program. To that end, the Task Force shall consider whether the local business tax receipt continues to be the most effective method of identifying local businesses eligible for preferential treatment in the procurement process. If not, the Task Force shall make recommendations concerning alternative methods of identifying local businesses. The Task Force shall also consider and evaluate comparable models for the procurement and contracting of professional services.

**9:30 – 11:15**            **Subcommittee Breakout Sessions (1 hr. 45 mins.)**

- a.    Work plan to complete
  - i.    Tasks
  - ii.   Schedule
- b.    Report Outline for Subcommittee's Work





**Professional Services Task Force  
Meeting #5 Agenda**

**November 29, 2016 at 9:00 a.m.**

*Stephen P. Clark Center, Miami, FL 33128,  
18<sup>th</sup> Floor Conference Room 18-4.*

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- 9:00 – 9:10**            **Welcome and Introductions.**  
**Approval of Minutes of Meeting #4 held on November 10, 2016 - Rick Crooks, Chairperson**
- 9:10 – 9:15**            **Opportunity for Public Comments – Guests**
- 9:15 – 11:15**           **Subcommittee Breakout Sessions (2 hours)**
1. Consider the issues for each Sub-committee
  2. Discuss and determine the format of Sub-committee final report:
    - a. Recommendation
    - b. Report
    - c. Resolution
- 11:15 – 11:45**           **Subcommittees Report Results of Breakout Session to Full Task Force (10 mins. each)**
- 11:45 – 12:00**           **Next Meeting – Date/Time and Agenda**  
December 13, 2016, 9:00 am  
Miami Children’s Courthouse, 155 NW 3 Street, Miami, FL 33128, 5<sup>th</sup> Floor Conference Room B.
- 12:00**                    **Adjournment**



**Professional Services Task Force  
Meeting #6 Agenda**

**December 13, 2016 at 9:00 a.m.**

*Miami Children's Courthouse, 155 NW 3rd Street,  
Miami, FL 33128.*

*5<sup>th</sup> Floor Conference Room B.*

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**9:00 – 9:10**            **Welcome and Introductions.**  
**Approval of Minutes of Meeting #5 held on November 29, 2016 -**  
Rick Crooks, Chairperson

**9:10 – 9:15**            **Opportunity for Public Comments – Guests**

**9:15 – 11:00**        **Sub-Committee Breakout Sessions (1 hour, 45 minutes)**  
*Please bring your laptops to draft the report, recommendations, or  
resolutions from your Sub-Committee.*

1. Complete all discussions/ideas on the issues for each Sub-Committee
2. Plan/assemble final report/recommendations, or resolutions

**11:00 – 12:00**      **Task Force Re-assembly**

1. Review written draft report, recommendations, or resolutions from each Sub-Committee
2. Proposed actions and deadlines to complete and vote on the final report, recommendations, and resolutions at the January 10<sup>th</sup> meeting

**12:00**                **Adjournment**

**NOTE:**              **Next Meeting – Date/Time/Venue**

January 10, 2016, 9:00 am. Miami Children's Courthouse, 155 NW 3 Street, Miami, FL 33128, 5<sup>th</sup> Floor Conference Room B.



**Professional Services Task Force  
Meeting #7 Agenda**

**January 18, 2017 at 9:00 a.m.**

*Miami Children's Courthouse, 155 NW 3rd Street,  
Miami, FL 33128.  
5<sup>th</sup> Floor Conference Room B.*

- 
- 9:00 – 9:10**            **Welcome and Introductions.**  
**Approval of Minutes of Meeting #6 held on December 13, 2016 -**  
Rick Crooks, Chairperson
- 9:10 – 9:15**            **Opportunity for Public Comments – Guests**
- 9:15 – 11:45**            **Presentations and Discussion of Task Force and Sub-  
Committee Findings and Recommendations**  
*Please bring your laptops to draft reports, recommendations, or  
resolutions from your Sub-Committee. Or a thumb/jump drive with  
your final documents:*
1. Complete all discussions/ideas on the issues for each Sub-Committee
  2. Plan/assemble final report/recommendations, or resolutions
- 11:45 – 12:00**            **Planning Discussion**
1. Propose next meeting (if needed), actions, and deadlines to complete and vote on the final report, recommendations, and resolutions.
- 12:00**                    **Adjournment**



**Professional Services Task Force  
Meeting #8 Agenda**

**February 8, 2017 at 9:00 a.m.**

*Stephen P. Clark Center, Miami, FL 33128.*

*10<sup>th</sup> Floor, CITT Conference Room*

**9:00 – 9:10**

**Welcome and Introductions.**

**Approval of Minutes of Meeting #7 held on January 18, 2017 -**

Rick Crooks, Chairperson

**9:10 – 9:15**

**Opportunity for Public Comments – Guests**

**9:15 – 11:45**

**Discussion of Task Force and Sub-Committee Findings,  
Recommendations, and DRAFT Report.**

1. MDC 2-10.4 – Proposing LHB points and reinstating continuing services contracts
2. MDC Code 2-8.5 – Procedure to provide LHB points
3. IO 3-32 – LHB enforcement using same model as for SBEs
4. IO 3-34 – Dropping Scores, CSC Training on LHB
5. IO 3-39 – LHB Scoring Methodology and other modifications
6. LHB Affidavit and Prime LHB at 50% or more of contract
7. EDP program modifications
8. Report Outline Finalization

**11:45 – 12:00**

**Planning Discussion**

1. Industry Meetings (morning and evening session led by ISD)
2. Final Meeting: Legal and Procurement Input, Vote on Recommendations, Finalize Report

**sw12:00**

**Adjournment**



**Professional Services Task Force  
Meeting #9 Agenda**

**February 22, 2017 at 9:00 a.m.**

*Stephen P. Clark Center, Miami, FL 33128.  
22 Floor Conference Room*

**9:00 – 9:10**

**Welcome and Introductions.**

**Approval of Minutes of Meeting #7 held on January 18, 2017,  
and Meeting #8 held on February 8, 2017- Rick Crooks,  
Chairperson**

**9:10 – 9:15**

**Opportunity for Public Comments – Guests**

**9:15 – 11:45**

**Finalize Resolution Revisions**

1. MDC 2-10.4 – Proposing LHB points and reinstating continuing services contracts
2. MDC Code 2-8.5 – Procedure to provide LHB points
3. IO 3-32 – LHB enforcement using same model as for SBES
4. IO 3-34 – Dropping Scores, CSC Training on LHB
5. IO 3-39 – LHB Scoring Methodology and other modifications
6. LHB Affidavit and Prime LHB at 50% or more of contract
7. EDP program modifications
8. Report Outline Finalization

**11:45 – 12:00**

**Next Steps**

1. Industry Meetings
2. Final Meeting: Legal and Procurement Input, Vote on Recommendations, Finalize Report

**12:00**

**Adjournment**



**Professional Services Task Force  
Meeting #10 Agenda**

**March 1, 2017 at 9:00 a.m.**

*Stephen P. Clark Center, Miami, FL 33128.  
13 Floor Conference Room*

- 
- 9:00**                    **Welcome and Introductions** - Rick Crooks, Chairperson
- 9:00 – 9:10**            **Opportunity for Public Comments** – Guests
- 9:10 – 11:45**        **Re-check, Finalize, and Draft Resolution Revisions for the following:**
1. MDC 2-10.4 – Proposing LHB points and reinstating continuing services contracts
  2. MDC Code 2-8.5 – Procedure to provide LHB points
  3. IO 3-32 – LHB enforcement using same model as for SBEs
  4. IO 3-34 – Dropping Scores, CSC Training on LHB
  5. IO 3-39 – LHB Scoring Methodology and other modifications
  6. LHB Affidavit and Prime LHB at 50% or more of contract
- Discuss and Finalize Final Report Content**
- 11:45 – 12:00**        **Discuss Next Steps**
1. Industry Meeting(s)
  2. Final Meeting: Legal and Procurement Input, Vote on Recommendations, Finalize Report
- 12:00**                    **Adjournment**



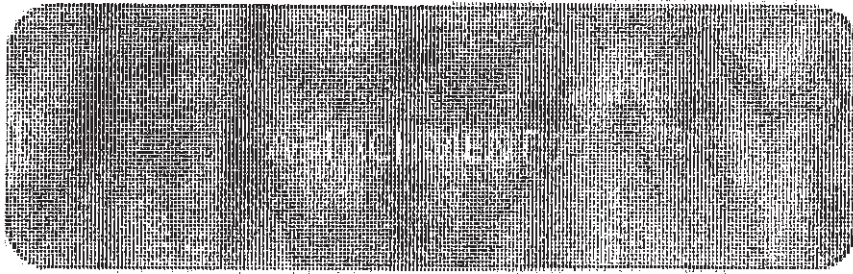
**Professional Services Task Force  
Meeting #11 Agenda**

**March 14, 2017 at 9:00 a.m.**

*Miami Children's Courthouse, 155 NW 3rd Street,  
Miami, FL 33128.*

*5<sup>th</sup> Floor Conference Room B.*

- 
- 9:00 – 9:10**            **Welcome and Introductions - Rick Crooks, Chairperson**  
**Approval of Minutes of Meeting #9 held on February 22, 2017**  
**and Meeting #10 held on March 1, 2017**
- 9:10 – 9:15**            **Opportunity for Public Comments – Guests**
- 9:15 – 11:45**            **Discuss Industry Meeting held on March 7, 2017.**  
**Finalize DRAFT Documents for the following:**
1. MDC 2-10.4 – Proposing LHB points and reinstating continuing services contracts
  2. MDC Code 2-8.5 – Procedure to provide LHB points
  3. IO 3-32 – LHB enforcement using same model as for SBEs
  4. IO 3-34 – Dropping Scores, CSC Training on LHB
  5. IO 3-39 – LHB Scoring Methodology and other modifications
  6. LHB Affidavit and Prime LHB at 50% or more of contract
- Discuss Final Report Content**
- 11:45 – 12:00**            **Final Steps**
1. Vote on Recommendations
  2. Sunset the Task Force
- 12:00**                    **Adjournment**







**PLEASE SIGN-IN**

**Internal Services Department** Meeting Date: September 27, 2018 9 am  
 Professional Services Task Force Meeting No. 1 Place/Room: Children's Courthouse - 156 NW 3rd Street, Conference Room B Miami, FL 33128

Name	Agency	E-mail	Phone
CARLOS M. GIL-HERNANDEZ	APETE	cmgile@apete.com	(305) 592-1283
Victor J. Fajals	CDM Smith, Inc	vj.fajals@cdmsmith.com	(305) 583-2459
Baron Chaner	BACH Real Estate	baron.chaner@bachre.com	786.476.6255
Daryl Hobensdolph	Hobson Inc.	daryl@hobsoninc.com	(305) 769-2854
BFF LOZANA	CMS Inst 2	jeff@cms-miami.com	305-628-3421
ROSA DAZO	HERBERT ENGINEERING	ROSA.DAZO@AEC.COM	786 2816778
Hugo Benitez	Courtesy at City's Office	web2@miamidade.gov	(305) <del>375-2146</del>
Ivette Argudin	A.B.A. Engineering	l.argudine@adaeng.net	(305) 557 4608 x304
Elizabeth Zolnowski	MAC/SBD	bize@miamidade.gov	305 875 3824
Laurie Johnson	SBD	Laurie@miamidade.gov	305 375-3121
Miguel A. Gonzalez	CAO	gynique@miamidade.gov	305/375-3332
Wendy A. Williams	ISD/AE	willie@miamidade.gov	305 375-1100
Adeboye Colker	HRC	adeboye@hrc-engineers.com	305 237 2532



PLEASE SIGN-IN

Internal Services Department

Meeting Date: September 27, 2016 9 am

Professional Services Task Force Meeting No. 1

Place/Room: Children's Courthouse - 155 NW 3rd Street, Conference Room B Miami, FL 33128

Name	Agency	E-mail	Phone
Debbie Swain	Milano Swain Assoc.	dsuain@milanoswain.com	305/441-0123
Chiff Architects	Chiff Architects Consultancy LLC	chiff@chiff.com	786-218-9790
Alberta Argudin	A.D.A. ENG	aargudin@adaeng.net	786-412-8688
EDIE SUAREZ	LONGITUDE SURVEYORS	esuaraz@longitudefl.com	305-463-0912
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MAURAL VERA	MG VERA & ASSOC INC	MVERA@MGVERA.COM	305 221-6710
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Gaaffrey beamptey	GOAL ASSOCIATES INC	gaaffrey@goaleng.com	786 600 3350
Brenda Westhoff	Kinley-Han	bwesthoff@kinleyhan.com	305-535-7718



Professional Services Task Force  
 Meeting #2  
 October 11, 2016 at 9:00 a.m.

Name (Please print clearly)	Agency	Phone Number	Email Address
Rick Crooks	EAC Consulting Inc	305 265 5410	RCROOKS@EACCONSULT.COM
Victor J. Pujols	CDM Smith Inc	305 582 2457	vpujols@cdmsmith.com
Darryl Holstendyph	Holsten Inc.	(781) 402-1288	darryl@holstendyph.com
Lafus M Gil-Mena	ARTE	(609) 592-7283	Cingile.ARTE.COM
Maria Mujica-Melendez	Jacobs	(305) 393-7676	gabymelendez@jacobs.com
Brenda Rivera	Jacobs	305 330 0988	Brenda.Rivera@Jacobs.com
Cristina Amores	ISD-Miami-Dade	305 425 4254	Cristina.Amores@MiamiDade.gov



**Professional Services Task Force**  
**Meeting #2**  
**October 11, 2016 at 9:00 a.m.**

Name (Please print clearly)	Agency	Phone Number	Email Address
Patricia Carney	Hazen and Sawyer	305 443 5201	pcarney@hazensawyer.com
Helen Gredegar	MDX	305 327 3273	hgredegar@mdx.com
Cynthia Greck	TSD	305 525 5254	cgreck@miamidade.gov
EDDIE SUAREZ	LONGITUDE SURVEYORS	305 463 0912	eswartz@longitudefl.com
W. H. WALTER	W. H. WALTER CONSULTANTS LLC	786 218 4796	Walter.H@WBellSouth.net
Debra i Swain	MSA	305 441 0123	dsuain@miamidade.gov
Jose Munoz	PACC ENGINEERING	305 670 2250	jmunoz@pacceng.com
ALBERTO ARGUDIN	A.D.A. ENCS.	305 551 4608	argudin@adaeng.net
Manuel VERA	MGVerter	305 221 6210	mverter@mgverter.com
HUGO BEUTEL	County Attorney Office	305 315 2146	hbeutel@miamidade.gov



Professional Services Task Force  
 Meeting #2  
 October 11, 2016 at 9:00 a.m.

Name (Please print clearly)	Agency	Phone Number	Email Address
LAURIE JOHNSON	SBD/ISD	305-375-3121	Laurie@miamidade.gov
Elizabeth Zebanicki	SMA/ISO	305-375-3121	b.zeban@miamidade.gov
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EMIL KROAKES	Miami-Dade Chamber	305-757-8648	EMILKROAKES@mdcc.org
ROSA BAZO	PROF SERV. TASK FORCE	786-281-6778	ROSABAZO1@ao1.com
Godfrey Lamptey	GOAL ASSOCIATES	786-600-3350	godfrey.lamptey@goalong.com



# Professional Services Task Force

Meeting #3

October 25, 2016 at 9:00 a.m.

Stephen P. Clark Center, 111 NW 1st Street, Miami, FL 33128.  
19th Floor, SBD Main Conference Room

Name (Please print clearly)	Agency	Phone Number	Email Address
Cliff Walters	Cliff Walters Consulting LLC	786 218 4790	Cliff Walters@cliffwalters.com
Victor J. Rojas	CDM S	3/582 2459	vjrojas@cdmsmith.com
Debbie Swain	MSA	3/441-0127	dswain@mlmswain.com
ALBERTO ARGUDIN	ADA ENG.	305-551-4608	aargudin@adaeng.net
EDDIE SUAREZ	LONGITUDE SURVEYORS	305-463-0912	esuaraz@longitudefl.com
Brenda Westhoff	Kimley-Horn & Assoc.	305-535-7718	brenda.westhoff@kimley-horn.com
BARRON CHANNER	BACH Real Estate	786 471 6265	barron.channer@bachre.com
Rick Crooks	RHC CONSULTING	305 265 5400	rcrooks@rhcconsult.com
Darryl Holtsdorf	Holts Inc.	786 402-1288	darryl.holtsinc.com
Miguel A. Gonzalez	CAO	305/375-3332	gmiguel@miamidade.gov



# Professional Services Task Force

Meeting #3

October 25, 2016 at 9:00 a.m.  
 Stephen P. Clark Center, 111 NW 1st Street, Miami, FL 33128.  
 19th Floor, SBD Main Conference Room

Name (Please print clearly)	Agency	Phone Number	Email Address
HUGO BOWLER	CAO	305 <del>375-2146</del> 375-2146	heb2@miamidade.gov
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Jacqueline Carranza	ISO / A&E	305/ 375-8173	Jacqueline.Carranza@miamidade.gov
MARION USADA	MOBUI	305 221-6210	MUsada@trigera.com
JOSE MURDO	B&C ENGINEERING	305 670 2320	jmurdo@bcceng.com
Cristina Amores	A&E/ISD	3/375-4259	Cristina.Amores@miamidade.gov



# Professional Services Task Force

Meeting #3

October 25, 2016 at 9:00 a.m.

Stephen P. Clark Center, 111 NW 1st Street, Miami, FL 33128.

19<sup>th</sup> Floor, SBD Main Conference Room

Name (Please print clearly)	Agency	Phone Number	Email Address
Elizabeth Zaborski	ISD	375-2824	k.ba@miamiade.gov





# Professional Services Task Force

Meeting #4

November 10, 2016 at 9:00 a.m.

Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128.  
5th Floor Conference Room B.

Name (Please print clearly)	Agency	Phone Number	Email Address
ALICE WALTERS	Child Welfare Services Consulting LLC	616 218 9790	alib@harrisbell.net
Rick Cranks	RAK Consulting	305 265 5400	RAK@RAKCONSULT.COM
Branch Westhoff	Limley-Horn & Associates	(305) 535-7718	branch-westhoff@limley-horn.com
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LAURIE JOHNSON	SBB	375-5127	laurie@miamidade.gov
Elizabeth Zabowski	SDD	375-2024	biba@miamidade.gov
Quinticia Harrore	ISD	375-5257	
Patricia Carney	HAZEN	305 445 9001	p.carney@hazenandsonper.com



# Professional Services Task Force

Meeting #4

November 10, 2016 at 9:00 a.m.

Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128.  
5th Floor Conference Room B.

Name (Please print clearly)	Agency	Phone Number	Email Address
DURGUNA SWAIN	MSA	305/471-0123	dsuwin@milianswain.com
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EDUARDO M SUAREZ	LONGITUDE SURVEYORS	305-463-0912	esuaraz@longitudefl.com
Darryl Hol sendolph	Hobson Inc.	3/769-2459	darryl@hobsoninc.com
DARRON CHAMBERLAIN	BACH Real Estate	7/471-6265	baron_chamberl@bachre.com
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ROSA DAZO	MERRITT ENGINEERING	786 251 6476	RDAZO@MERRITTENGINEERING.COM
Shakti Rice	Architects Intermedial Inc.	305-513-2058	marketing@architectsintermed.com
Godfrey Tompety	SMAL ASSOCIATES	486 666-5550	godfrey.tompety@smaleng.com





# Professional Services Task Force

Meeting #5

November 29, 2016 at 9:00 a.m.

Stephen P. Clark Center, 111 NW 1st Street, Miami, FL 33128.

18<sup>th</sup> Floor; Conference Room 18-4

Name (Please print clearly)	Agency	Phone Number	Email Address
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Patricia Carney	Harza and Sawyer	305-443-4001	pcarney@harzaandsawyer.com
CLIFF WALTERS	PAH/HULTERS CONSULTING	(786) 218-4790	CLIFF.WALTERS@HULTERS.COM
KARRIE JOHNSON	SOD / FSD	305-375-5121	karriejo@miamidade.gov
Elizabeth Zabowski	SOD - ISD	305-375-2524	bibo@miamidade.gov
Victor J. Pujals	CDM Smith	305 582 2459	vpujals@cdmsmith.com
Carlos M. Gil-Mera	APETE	(305) 592-7283	Cingil@APETE.COM
Rich Crookes	ETC CONSULTING	305 265 5400	RCROOKS@ETCCONSULT.COM
Brenda Washorff	Kimley-Horn	305-798-7131	BWashorff@Kimley-Horn.com



# Professional Services Task Force

Meeting #5

November 29, 2016 at 9:00 a.m.  
 Stephen P. Clark Center, 111 NW 1st Street, Miami, FL 33128.  
 18<sup>th</sup> Floor, Conference Room 18-4

Name (Please print clearly)	Agency	Phone Number	Email Address
Debbi Swain	MSA	305/441-0127	dswain@mills-swain.com
ALBERTO ARGUDIN	ADA ENG.	305-551-4608	aargudin@adaeng.net
MANNY VERA	MCG. VERA CONSULTING SURVEYORS	305-221-6210	MVEZAJR@MCGVERA.COM
ERNESTO SUAREZ		305-463-0912	ESVAJ@LANBITVAEFL.COM



# Professional Services Task Force

Meeting #5

November 29, 2016 at 9:00 a.m.

Stephen P. Clark Center, 111 NW 1st Street, Miami, FL 33128.

18<sup>th</sup> Floor, Conference Room 18-4

Name (Please print clearly)	Agency	Phone Number	Email Address
Darryl K. Randolph	NAACP - H. Rosen Jr	(706-402-1288)	darryl@chofsoninc.com
Jose Munoz	PACC Engineering	305-610-2356	jmunoz@bcceng.com
Baron Channon	BACH Real Estate	786 471 6165	baron.channon@bachre.com
Adeboye Oker	HIC Engineering Co	305 232 305 232	adeboye@hiceengineeringco.com



### Professional Services Task Force

Meeting #7

January 18, 2017 at 9:00 a.m.

Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128.  
5th Floor Conference Room B.

Name (Please print clearly)	Agency	Phone Number	Email Address
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Victor J. Rojas	COM Smith	3/582-2459	pujalsuj@comsmith.com
Darryl Helsendolph	Hobbes/MAAC	786-403-1888	darryl@hobbesinc.com
Alberto Argudin	A.D.A. ENGR.	305-551-4608	aargudin@adaeng.net
Godfrey Lamptey	GOAL ASSOCIATES	786-600-3350	godfrey.lamptey@goaleng.com
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Liza Pauly	CAO	305-375-2146	lpauly@MiamiDade.gov



# Professional Services Task Force

Meeting #7

January 18, 2017 at 9:00 a.m.

Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128.  
5th Floor Conference Room B.

Name (Please print clearly)	Agency	Phone Number	Email Address
Eduardo Suarez	LONGITUDE SURVEYORS	305-463-0912	esvareze@longitudefl.com
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Ruth Canales	RAC CONSULTING	305 798 6883	RCANALES@RACCONSULT.COM
Debbie Swain	NSA	305 441 0120	dsuain@milliansg.com
Brenda Westharp	KHA	305-535-7718	brenda.westharp@kimley-horn.com
Ivette Angudin	ADA	305 551-4608 x304	iangudin@adaeng.net
Chuck Sinclair	Carollo	954-647-4542	csinclair@carollo.com
Laurie Johnson	SBD/ISD	305-375-3101	laurie@hamidade.gov
Elisabeth Zaboraki	SBD/ISD	305-575-2824	biba@hamidade.gov





**Professional Services Task Force**

Meeting #7

January 18, 2017 at 9:00 a.m.

Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128.  
5th Floor Conference Room B.

Name (Please print clearly)	Agency	Phone Number	Email Address
BARRON CHAMBER	BREH Real Estate	786 471 6265	BARRON.CHAMBER@BREHRE.COM
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Humberto Alonso	ATKINS	3 796 7584	humberto.alonso@atkinsglobal.com
Miguel A. Gonzalez	CAO	305/375-3032	gmiguel@miamidade.gov
Carlos M. Gi-Mera	APCTE	609 592-7283	Cmgile@APCTE.COM



# Professional Services Task Force

Meeting #8

February 8, 2017 at 9:00 a.m.

10<sup>th</sup> Floor CITT Conference Room.

Stephen P. Clark Center, Miami, FL 33128.

Name (Please print clearly)	Agency	Phone Number	Email Address
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TONY ROSABAL	AIA MIAMI	305 443 2933	Tony@iiausa.net
Bill Anido	TY Lin	305 450 0836	Guillermo.Anido@tylin.com
Gary Hartfield	SBD	3/375-3111 786	gph3@miamicidade.gov
PETE HERNANDEZ	AECOM	255-5745	PEDRO.HERNANDEZ@AECOM.COM
Yvette Aleman	F.R. Aleman	305 591-8777	yvette.aleman@fr-aleman.com



# Professional Services Task Force

Meeting #8

February 8, 2017 at 9:00 a.m.

10<sup>th</sup> Floor CITT Conference Room.

Stephen P. Clark Center, Miami, FL 33128.

Name (Please print clearly)	Agency	Phone Number	Email Address
ALBERTO ARGUDIN	A.D.A. ENG.	305-557-4608	aargudin@adaeng.net
Victor Pujals	CDM Smith	3/582-2484	pujalsv@cdmsmith.com
Debbie Swain	NSA	3/44-0123	dswain@miamiswain.com
Rick Crooks	DAC	3/245-5455	rcrooks@dacconsult.com
Cliff Walters	Cliff Walters Consulting LLC	786-214-4790	cliff@cliffwalters.com
Brenda Westhoff	Kimley-Horn	305/ 535-7718	brenda.westhoff@kimley-horn.com
Cristina Amores	ISTD	3/375-4259	Cristina.Amores@miamidade.gov



# Professional Services Task Force

Meeting #8

February 8, 2017 at 9:00 a.m.

10<sup>th</sup> Floor CITT Conference Room.

Stephen P. Clark Center, Miami, FL 33128.

Name (Please print clearly)	Agency	Phone Number	Email Address
Ivette Argudin	A.A. Engineering	305 551 4608	iargudin@adaeng.net
Manar Mujica-Melendez	Jacobs	305 393 7676	goby.melendez@jacobs.com
Brenda Rivera	Jacobs	305 392 5981	brenda.rivero@jacobs.com
Cheryl Jacobs	ATA Miami	305 448 7488	cheryl@atamiami.org
Lynette Car doch	HD R	786 553-6633	lynette.car doch @ HDR INC. COM
Miguel A. Gonzalez	County Attorney	305 375-3332	gmiguel@miamidade.gov
Elizabeth Zabowski	ISO SBO	5/375-2327	b.bozner@miamidade.gov
Laure Johnson	FSD-SBD	305-375-3121	
Carroll Rico	Architects Intl.	305-573-2052	marketing@archinterneffice.com
BARBARA CHANNON	BACH	786 471 6263	barbar.channon@bach.com



# Professional Services Task Force

Meeting #9

February 22, 2017 at 9:00 a.m.

22 Floor Conference Room.

Stephen P. Clark Center, Miami, FL 33128.

Name (Please print clearly)	Agency	Phone Number	Email Address
Debbie Swain	MSA	305/441-0123	DEBBIE@MULIANSWAIN.COM
Rick Crooks	EAC	305 265 5455	RCROOKS@EACCONSULT.COM
309 Scadette Rice	Architects International, Inc.	305-5132052	marketing@archinternational.com
CHIEF WALTERS	CHIEF WALTERS CONSULTING LLC	(86) 218-4710	CHIEFWALTERS@BELKATH.NET
ALBERTO ARGUDIN	A.D.A. ENG.	305-551-4608	aargudin@adaeng.net
EDUARDO SUAREZ	LONGITUDE SURVEYORS	305-463-0912	esvareza@longitudefl.com
Robert Linares	Metric Engineering	305/235-5098	rlinares@metriceng.com
CURT WILLIAMS	ISD/AC	305 375-1100	willie@miamidade.gov
JOSE MUNOZ	BCC Engineering	305 670 2350	jmunoz@bcceng.com
MADDY YERA	TIGUERA	305 221-6210	MUNERAJ@MIGUERA.COM



# Professional Services Task Force

Meeting #9

February 22, 2017 at 9:00 a.m.

22 Floor Conference Room.

Stephen P. Clark Center, Miami, FL 33128.

Name (Please print clearly)	Agency	Phone Number	Email Address
Brenda Vesthof	Kimley-Horn	31 335-7718	brenda.vesthof@kimley-horn.com
Eduros M. Gil-Mera	APCTE	(305) 592-7283	cmgile@APCTE.COM
Victor J. Pujals	CDM Smith	305 582-2459	pujals@cdm.com
Adeboye Cover	FLC	305-232-7422	adeboye@flc-engineering.com
Godfrey Lamptey	GOAC Associates	786 600 3350	godfrey.lamptey@goacassociates.com



# Professional Services Task Force

Meeting #9

February 22, 2017 at 9:00 a.m.

22 Floor Conference Room.

Stephen P. Clark Center, Miami, FL 33128.

Name (Please print clearly)	Agency	Phone Number	Email Address
IGNACIO UZAMA	CDM SMITH	305-272-7171	lizamai@cdmsmith.com
Brenda Rivera	Jacobs	3053925184	Brenda.Rivera@jacobs.com
Patricia Carney	Hazen and Sawyer	305 443 9033	pcarney@hazenandsawyer.com
Ivette Argudin	A.D.A. Engineering	305 551 4608	iargudin@adaeng.net
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PETE HERNANDEZ	AECOM	786 259-5745	PEPE.HERNANDEZ@AECOM.COM



# Professional Services Task Force

Meeting #10

March 1, 2017, at 9:00 a.m.

13 Floor, Conference Room 13B.

Stephen P. Clark Center, Miami, FL 33128.

Name (Please print clearly)	Agency	Phone Number	Email Address
BARRON CHANNER		786.477.6265	baron.channer@barchne.com
ALBERTO ARGUDIN	A.D.A. ENG.	305-551-4608	argudineadeng.net
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Brenda Rivera	Jacobs	305 392 5184	brenda.rivera@jacobs.com
Ivette Argudin	A.D.A. ENG	305-551-4608	ivette.argudin@adaeng.net
Nelson Peret - Sacane	Hazen & Sawyer	305 215 2483	njacome@hazenandsawyer.com
Rick Crooks	ETC	305 265 5455	RCROOKS@ETCCONSULT.COM
CURT WILLIAMS	ISD / A/E	305 375-1100	william@miamicidade.gov
Miguel A Gonzalez	CAO	305/375-3332	mguel@miamicidade.gov





# Professional Services Task Force

## Industry Meeting

March 7, 2017, at 9:00 a.m.

3071 SW 38<sup>th</sup> Avenue, Conference Room 156A.

Miami-Dade Water and Sewer Department, Miami, FL 33146.

Name (Please print clearly)	Agency/Firm	Phone Number	Email Address
David Adair	Jacobs	(813) 230-4741	david.adair@jacobs.com
Albert Lopez	Brown & Caldwell	954-554-7776	alopez@brown-cald.com
José Sarmiel	Wooport	305 351 2942	jose.sarmiel@wooport.com
Brenda Khotif	Kimley-Horn	3/535-7718	brenda.khotif@kimley-horn.com
RELIE OLATE	CLANZ Architecture	305.342.4858	onate@clanz-aid.com
Berky Viscera	General Associates	786 283 0422	Berky11@gmail.com
DEBORAH WETZMAN	BEAR ARCHITECTS	305-6638182	DWETZMAN@BEARARCHITECTS.COM
IGNACIO LIZAMA	CDM SMITH	805-372-7171	lizama@mail@cdmsmith.com
Olena Lytvyn	LAN	813-405-9897	olytvyn@lan-inc.com
Victor Rojas	CDM Smith	3/582-2455	victor.rojas@cdmsmith.com
Tracy Couks	EAAC	305/266-5451	tracy@eaacconsult.com



# Professional Services Task Force Industry Meeting

March 7, 2017, at 9:00 a.m.

3071 SW 38<sup>th</sup> Avenue, Conference Room 156A.

Miami-Dade Water and Sewer Department, Miami, FL 33146.

Name (Please print clearly)	Agency/Firm	Phone Number	Email Address
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Ruby M. Ortiz	CES CONSULTANTS	305-827-2230	ROBERT@CESCONSULT.COM
Alberto J. Carcedo	Diaz Comen Scotti Hns	305-441-0888	acarcedo@dsp-ae.com
JENNIFER OLSON	TARGET ENGL. GROUP	954 888 3123	jolson@targetengineering.com
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Miriam Singer	Miami Dade County	305 375 5502	Singer@miamidade.gov
Gizelle Colbert	smart-sciences	786-313-3977	gcolbert@smart-sciences.com
Luis Casado	BARNETT Fleming	305-582-6024	lcasado@gfnet.com
Joje Maspons	PE ENGINERING	561-438-2693	jmaspons@peeng.com
Cristina Amores	ISD Miami Dade	3/375-4259	Cristina.Amores@miamidade.gov
PETE FERNANDEZ	AECOM	786 255-5745	PETE.FERNANDEZ@AECOM.COM



# Professional Services Task Force Industry Meeting

March 7, 2017, at 9:00 a.m.  
3071 SW 38<sup>th</sup> Avenue, Conference Room 156A.  
Miami-Dade Water and Sewer Department, Miami, FL 33146.

Name (Please print clearly)	Agency/Firm	Phone Number	Email Address
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IGNACIO SEREACTA	SRS ENGS.	305-662-8887	IGNACIO@SES-CORP.COM
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Heidi J. Fobes	CEC CONSULTANTS	305 827 2000	Hfobes@cecconsult.com
Rob Cord	CAN	770-241-3778	ricord@can-mc.com
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# Professional Services Task Force Industry Meeting

March 7, 2017, at 9:00 a.m.

3071 SW 38<sup>th</sup> Avenue, Conference Room 156A.

Miami-Dade Water and Sewer Department, Miami, FL 33146.

Name (Please print clearly)	Agency/Firm	Phone Number	Email Address
Patricia Carney	Hazen and Sawyer	305 443 7001	pcarney@hazensandsawyer.com
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Roberto Ortiz	Brown & Caldwell	786 299 2070	rorf@brwnclld.com
BILL RATHBUN	PARSONS	318070568	william.rathbun@parsons.com
Isidro Lopez	WASD	2/552-8928	lopez@wasmiami.com
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Joanne Roederer	Jacobs	305 604 9726	joanne.roederer@jacobs.com
Camille Munro	PSI	305 421 7725	Camille.Munro@PSIUSA.COM
Steve Wright	Plus Urban Design	305 776-3231	Steve@plusurban.com
Fernando Alonso	T.Y. Lin International	305 561-1888	falonso@tylin.com
Tom Murphy	Woodport	305-351-2993	tom.murphy@woodport.com

310

# Professional Services Task Force

## Industry Meeting

March 7, 2017, at 9:00 a.m.

3071 SW 38<sup>th</sup> Avenue, Conference Room 156A.

Miami-Dade Water and Sewer Department, Miami, FL 33146.

Name (Please print clearly)	Agency/Firm	Phone Number	Email Address
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Ashish Kumar	PCT	786 229 4416	AKUMAR@PROGRAMCONTROLSINC.COM
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Monique A. Mojica	Miller Legg	305-628-3608	Monique@millerglegg.com





# Professional Services Task Force

## Industry Meeting

March 7, 2017, at 9:00 a.m.

3071 SW 38<sup>th</sup> Avenue, Conference Room 156A.

Miami-Dade Water and Sewer Department, Miami, FL 33146.

Name (Please print clearly)	Agency/Firm	Phone Number	Email Address
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Alberto Argudin	"	"	aargudin@adaeng.net
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Mauricio Gonzalez	LEAD ENGINEERING CONTRACTORS	305 615 3277	MCONRAE@LEAD-EC.COM
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Juan Rosello	LUNACON	(3) 796-5295	Juan@tech-electric.com





# Professional Services Task Force

Meeting #11

March 14, 2017 at 9:00 a.m.

Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128.  
5th Floor Conference Room A&B.

Name (Please print clearly)	Agency	Phone Number	Email Address
Patricia Carney	Hazen	305-443-4001	pcarney@hazenandsewyer.com
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Cristina Ortega-C	CH2M	305-962-7149	Cristina.Ortega@CH2M.com
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ROBERT REGALADO	THE CORRADO GROUP	305-898-8057	RREGALADO@CORRADO.COM
Elizabeth Zabowski	ISO-S&B	305-375-2824	b.b@miamicidade.gov
Ivette Argudin	ADA	305-551-4608	iargudin@adacng.net
Rick Corcoran	SPC	305-265-5400	Rcorcoran@SPCCONSULT.COM





# Professional Services Task Force

Meeting #11

March 14, 2017 at 9:00 a.m.

Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128.  
5<sup>th</sup> Floor Conference Room A&B.

Name (Please print clearly)	Agency	Phone Number	Email Address
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Robert Linares	GoAc Associates	305/235-5098	R/Linares@metriceng.com
Godfrey Hampton	A.D.A. ENA	786 600 3350	godfrey.hampton@godfeng.com
Albano Argudin		305-551-4608	aargudin@adaeng.net



# Professional Services Task Force

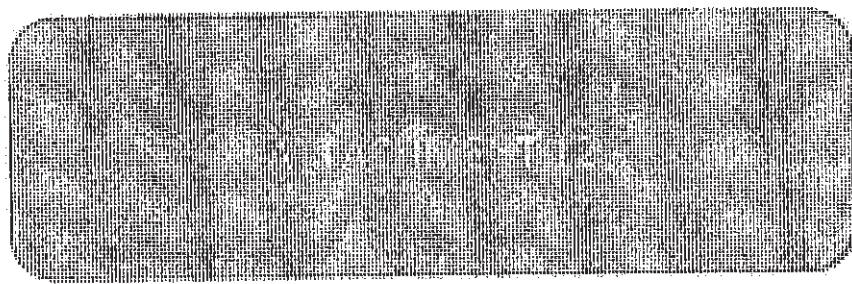
Meeting #11

March 14, 2017 at 9:00 a.m.

Miami Children's Courthouse, 155 NW 3rd Street, Miami, FL 33128.  
5th Floor Conference Room A&B.

Name (Please print clearly)	Agency	Phone Number	Email Address
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MADDY VEZA	MGO/TASK F	305-221-6210	MVEZAJR@MGO.TEAM.COM
EDUARDO SUAREZ	LONGITUDE SURVEYING	305-463-0912	esvareze@longitudetf.com
Vicente E. Arreola	MION	786-610-8874	Vicente.Arreola@stantec.com
JOSE F. VAZQUEZ	MCE	754-210-7958	JFVAZQUEZ@AOL.COM
Sam Massy	NCE	786-277-8999	smassy@mcengineers.com
ERIC KNOWLES	MDC	305-751-8649	EKNOWLES@mdcc.org
Victor J. Rojas	COM Smith	3/582-2459	vjrojas1@comsmith.com
SHARON HECHT	THOMPSON ASSOC.	(954) 683-9718	Sharon@thompson-inc.com

Red: Drummond, C.F.





# **Miami-Dade County Internal Services Department (ISD)**

**Architectural & Engineering (A&E), and Design-Build  
Selection Process  
2016**



# Architectural and Engineering Solicitations

The A&E Unit manages the procurement process for two (2) types of solicitations:

- Architectural and Engineering Services
  - A contract(s) for professional architectural, engineering, landscape architecture, land surveying and mapping services.
- Design-Build Services
  - A single contract with a design-build firm for the design and construction of a public construction project.

# A&E Services Selection Process

1. Pre-Advertisement
2. Advertisement
3. First Tier Evaluation
4. Second Tier Evaluation, if applicable
5. Negotiations
6. Contract Award



# A&E Services Selection Process

## • Pre-Advertisement

- AE reviews project for TCs, Scope, Competition, SBE opportunities, Exp & Quals
- Client department prepares a Request to Advertise for Professional Services (RTA)
- Future Solicitation (2 weeks)

## • Advertisement

- E-Solicitation - Notice to Professional Consultants (NTPC)
- Pre-Submittal Project Briefing
  - Request for Information period
- Proposal Submittal

# A&E Services Selection Process

- First Tier Evaluation
  - Competitive Selection Committee (CSC) appointed
  - Proposal Evaluation
  - CSC reviews and scores the proposals based on the first tier evaluation criteria
- Second Tier Evaluation, if applicable
  - Oral Presentation
  - CSC reviews and scores the presentations based on the second tier evaluation criteria



# A&E Services Selection Process

## First and Second Tier Evaluation Criteria

### • First Tier Evaluation

#### Criteria

- 1A – Qualifications of the Firms Including the Team Members Assigned to the Project
- 2A – Knowledge and Past Experience of Similar Type Projects
- 3A – Past Performance of the Firms
- 4A – Amount of work Awarded and paid by the County
- 5A – Ability of Team Members to interface with the County

### • Second Tier Evaluation

#### Criteria

- 1B – Knowledge of Project Scope
- 2B – Qualifications of Team Members
- 3B – Ability to Provide Required Services within Schedule and Budget



# Tabulation Sheet Example

FIRST TIER MEETING  
November 22, 2015  
MIAMI-DADE AVIATION DEPARTMENT  
A/E SERVICES  
ISO PROJECT NO. E15-HELP-02

COMPETITIVE SELECTION COMMITTEE

## TABULATION SHEET ISD PROJECT NO. E15-HELP-02

NAME OF FIRM(S)	Ernesto Betre (MDAD)	Joaquin Menendez (MDAD)	Rodney Lovett (WASD)	Franklyn Jannan (WASD)	Li-Gurau (PortMiami)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
<b>1</b> A/E firm (Special Performance) 1A - Qualification of firm including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firm (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max. 5 points)	41	44	32	40	45	202	40	27	54	242	2	387	6	2
	15	18	13	16	18	75	15	10	20					
	15	19	14	10	18	78	16	10	21					
	4	5	5	4	4	22	5	3	5					
	4	4	3	4	5	19	4	3	5					
	24	88	67	72	86	19	4	3	6					
Ordinal Scores	2	2	2	2	2									
Dropped Ordinal Scores		88	67											
Dropped Qualitative Scores														
<b>2</b> B/E firm (Local Preference) 1A - Qualification of firm including team members associated to the project (Max. 50 points) 2A - Knowledge and Past Experience of similar type projects (Max. 20 points) 3A - Past Performance of the Firm (Max. 20 points) 4A - Amount of Work Awarded and Paid by the County (Max. 5 points) 5A - Ability of team members to interface with the County (Max. 5 points)	49	50	40	40	49	228	46	31	61	274	1	444	3	1
	20	20	18	15	19	80	18	12	24					
	18	18	16	10	20	84	17	11	22					
	4	4	4	4	4	20	4	3	5					
	5	5	4	4	5	20	4	3	5					
	37	58	80	72	97	22	4	3	6					
Ordinal Scores	1	1	1	1	1									
Dropped Ordinal Scores		1	1											
Dropped Qualitative Scores		88		72										



# A&E Services Selection Process

## Negotiations

- Negotiation committee, comprised of a minimum of three (3) members from the CSC. Two (2) members shall be representatives of the client department.

## Contract Award

- Upon successful negotiation of the Professional Service Agreement, the Contract Award Recommendation, is presented to the appropriate committee for approval and subsequent submission to the BCC or the County Mayor or his designee, as appropriate.

# Design-Build Selection Process

1. Pre-Advertisement
2. Advertisement
3. Step 1 Evaluation
4. Step 2 Evaluation (Oral Pres., Technical, and Price)
5. Negotiations
6. Contract Award

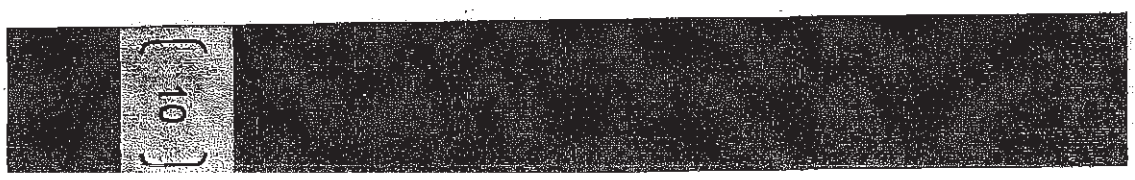
# Design-Build Selection Process

## • Pre-Advertisement

- AE reviews project for TCS, Scope, Competition, SBE opportunities, Exp & Quals
- Client department prepares a Request to Advertise for Design Build Services
- Future Solicitation

## • Advertisement

- E-Solicitation – Request for Design-Build Services (RDBS)
- Pre-Submittal Project Briefing
  - Request for information period
- Step 1 Proposal Submittal



# Design-Build Selection Process

## • Step 1 Evaluation

- Proposal Evaluation
- CSC reviews and scores the proposals based on the Step 1 evaluation criteria
- CSC short-lists/advances a minimum of three (3) firms for the Step 2 Evaluation

## • Step 2 Evaluation

- Design Criteria Package - 30% drawings/design
- Step 2 Briefing
- Technical [Base and Alternate(s)] Proposals are submitted with Price Proposals in sealed envelopes
- Oral Presentations
- CSC reviews and scores the presentations based on the second tier evaluation criteria
- Lowest adjusted bid is the highest ranked firm

# Design-Build Selection Process

## Step 1 and Step 2 Evaluation Criteria

### • Step 1 Evaluation

- 1A - Qualifications of Firms Including the Team Members Assigned to the Project
- 2A - Knowledge and Past Experience of Similar Type Projects
- 3A - Past Performance of the Firms
- 4A - Amount of Work Awarded and Paid by the County

### • Step 2 Evaluation

- 1B - Project Design Approach
- 2B - Project Construction Approach
- 3B - Ability to Provide Required Services within Schedule and Budget

# Design Build Selection Process

## Negotiations

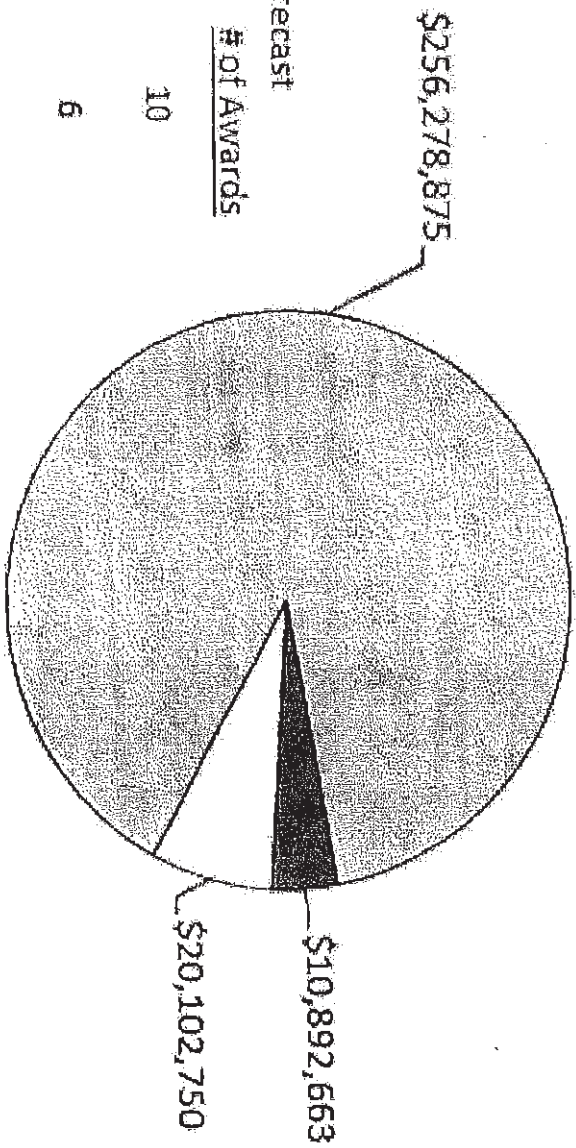
- Negotiation committee, comprised of a minimum of three (3) members from the CSC. Two (2) members shall be representatives of the client department.

## Contract Award

- Upon successful negotiation of the Design-Build Agreement, the Contract Award Recommendation, is presented to the appropriate committee for approval and subsequent submission to the BCC.



# Advertised A&E Contract Value 2016 January - June



Forecast

Award \$    # of Awards

■ \$0-3 M        10

□ \$3-5 M        6

□ \$5 M +        12

**28 Projects - Total Advertised Value: \$287,274,288**

# ISD Project No. A04-GSA-01

CICC Project Name: New Children's Courthouse

CICC Project Number: A04-GSA-01

Scope: Professional architectural and engineering services will be required for Miami-Dade County's Eleventh Judicial Circuit Juvenile Court, to be located on the northeast corner of the intersection of N.W. 2<sup>nd</sup> Avenue and N.W. 3<sup>rd</sup> Street, immediately north of the Stephen P. Clark Center. The Site is approximately 3.38 acres. The Courthouse is to be designed as a "Signature Building" within the framework of downtown Miami area. The design will be composed of a single/multiple buildings to house approximately 306,980 square feet of courtroom and administrative space.

Submittal Due Date: November 5, 2004

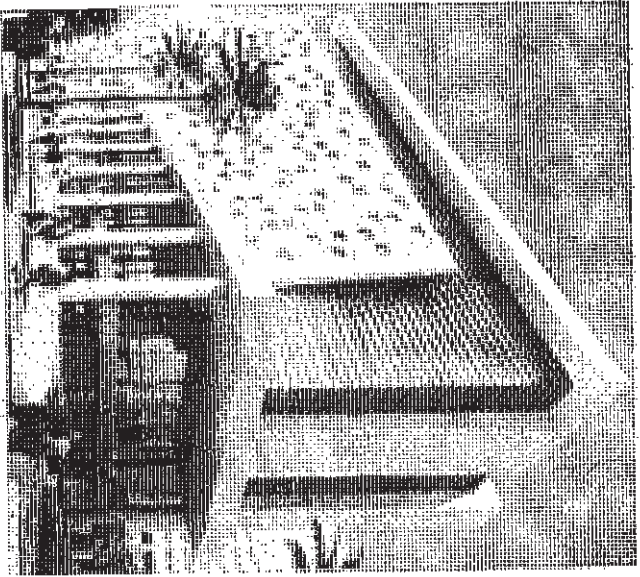
Measures: CBE 32%

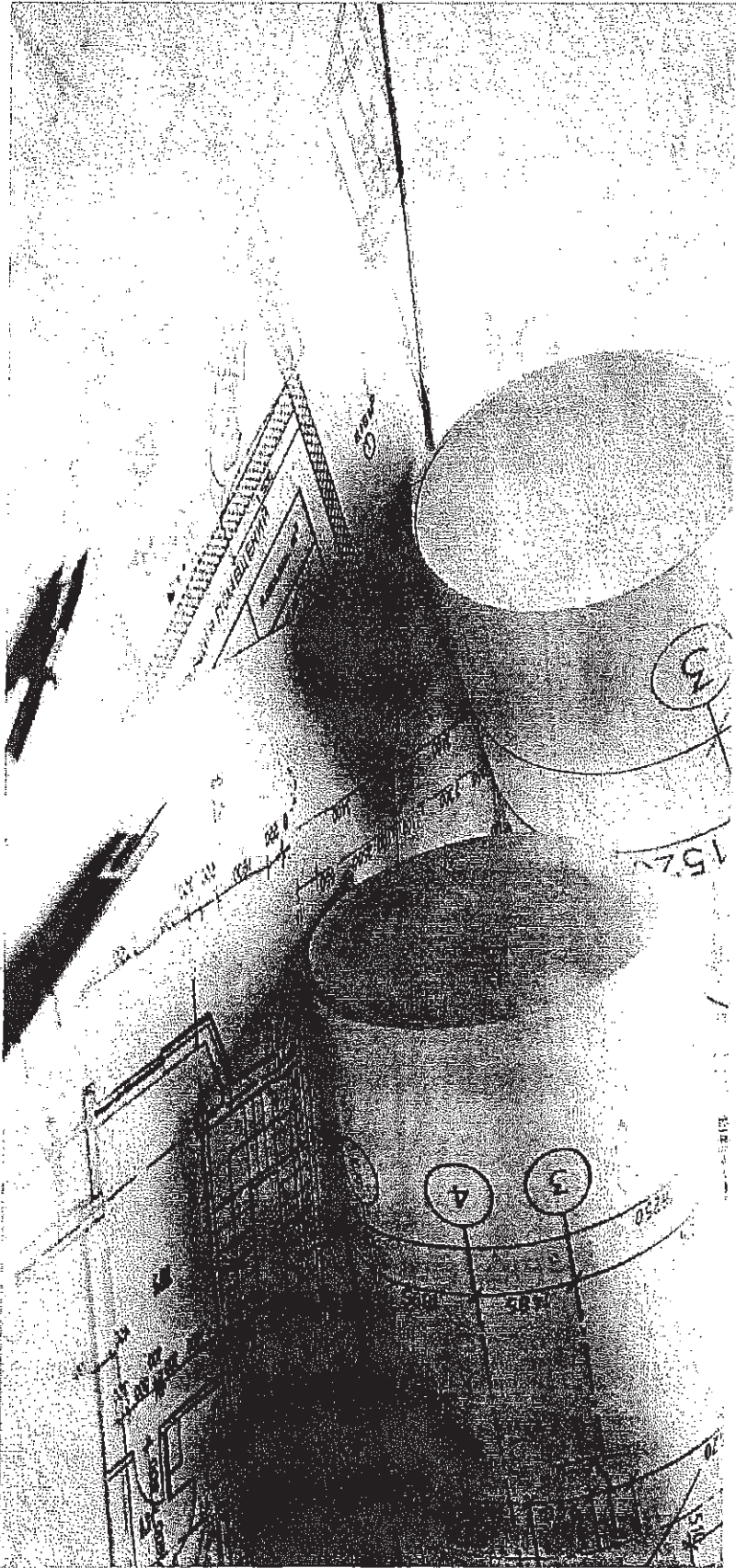
Architect: Helmuth, Obata & Kassabaum, Inc.

Negotiations Concluded: January 20, 2005

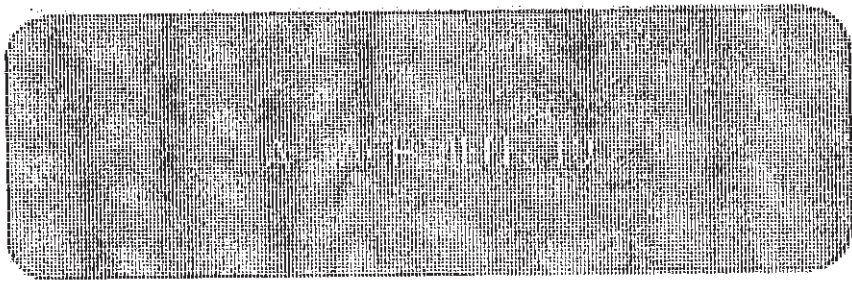
ISD Project No. W40114 ESP Approved November 3, 2010 with Suffolk Construction Company, Inc.

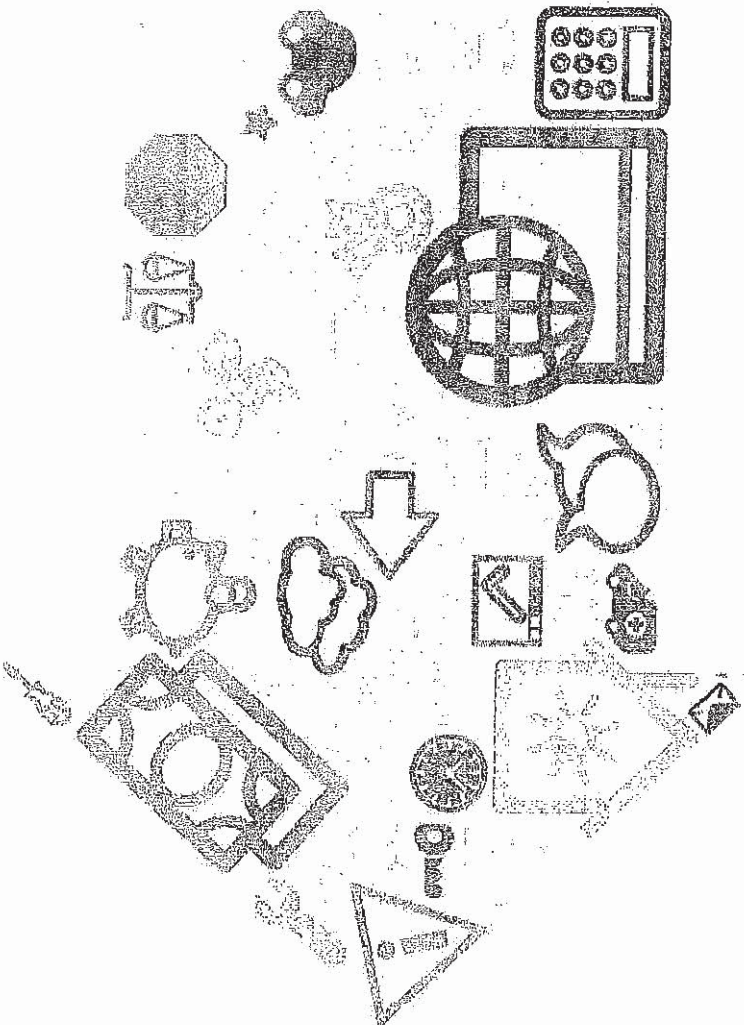
# Miami-Dade New Children's Courthouse





Questions?





# Miami-Dade Expressway Authority (MDX)

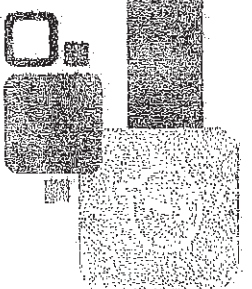
**Helen M. Cordero, CPPB**  
*Manager of Procurement &  
Contract Administration*

*Professional Services  
Task Force Meeting  
October 11, 2016*

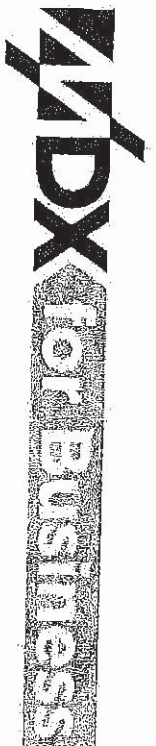


[www.mdxway.com](http://www.mdxway.com) // Let's grow together.

# Brief Overview



- Small Business Participation Policy
- Local Business Participation Policy



# MDX Small Business Participation Policy

- Adopted in 2002
- Policy = minimum of 10% commitment to SB in service contracts valued >\$25K
- Majority of contracts = 15% participation requirement



# MDX Small Business Participation Policy

- Miami-Dade County (SBD) Certifications:
  - SBE – Architecture & Engineering
  - SBE – Construction
  - SBE – Goods & Services
- No set-asides
- No trade-specific requirements

# MDX Small Business Participation Policy

- Commercially Useful Functions
- Cannot use the same firm to meet the LB requirement
- Primes can only meet 50% of requirement
- Requirements strictly enforced during procurement and contract administration

# MDX Small Business Participation Policy

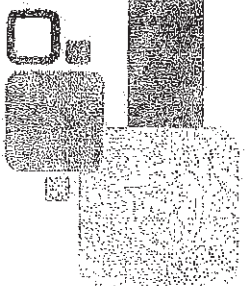
- Contracts of \$25K and more may be required to provide monthly report to Board
- Penalties include:
  - Liquidated damages
  - Make up of deficit in future contracts
  - Contract termination
  - Suspension from future MDX work

# MDX Small Business

## Participation Policy

**Committed to SB's in the last 5 years:**

- FY 16 \$18.7 million (14.6%)
  - FY 15 \$49.6 million (14.6%)
  - FY 14 \$ 7.2 million (8.8%)
  - FY 13 \$ 4.2 million (12.2%)
  - FY 12 \$ 16 million (22 %)
- Average of \$19 m/year (14.8%)**



# MDX Small Business

## Participation Policy

**Paid to SB's in the last 5 years:**

- FY 16 \$16.2 million (14.9%)
- FY 15 \$16.1 million (16.3%)
- FY 14 \$15.3 million (20.3%)
- FY 13 \$21.3 million (28.5%)
- FY 12 \$18.4 million (14.2%)

**Average of \$17.4 m/year (18.8%)**

# MDX Local Business Participation Policy

- Adopted 2009
- Policy = Include LB participation in service contracts of >\$25k when feasible
- Majority of contracts = 15% participation requirement

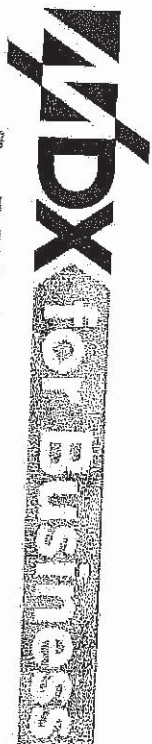
# MDX Local Business

## Participation Policy

LB Certification Eligibility (meet 2 of the following 3 criteria):

- Individuals who collectively own a **minimum of 60%** of the firm must reside in Miami Dade County;
- Firm's main office must be located in Miami-Dade County **for minimum of 2 years**;

- **Majority** of the firm's employees must reside in the tri-county area (Monroe, Miami-Dade, and Broward counties).



# MDX Local Business Participation Policy

- MDX certifies within 10 business days
- No set-asides
- No trade specific requirements
- No preference



# MDX Local Business

## Participation Policy

- Cannot use the same firm to meet the SB requirement
- Penalties include:
  - Liquidated damages
  - Make up of deficit in future contracts
  - Contract termination
  - Suspension from future MDX work

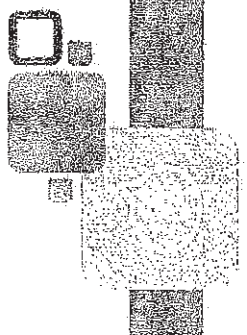
## MDX Local Business

### Participation Policy

**Committed to LB's in the last 5 years:**

- FY 16 \$18.5 million (14.5%)
- FY 15 \$45.2 million (13.3%)
- FY 14 \$ 5.2 million (6.4%)
- FY 13 \$ 3.6 million (10.5%)
- FY 12 \$ 1.5 million (2.0%)

**Average of \$14.8 m/year (9.3%)**



# MDX Local Business Participation Policy

**Paid to LB's in the last 5 years:**

- FY 16 \$23.1 million (36.3%)
- FY 15 \$22.3 million (39%)
- FY 14 \$15.7 million (41.2%)
- FY 13 \$9.3 million (41%)
- FY 12 \$15.2 million (26%)

**Average of \$17.1 m/year (37%)**

# MDX For Business Program

Outreach program in support of SB and LB policies:

- Educational Program
- Career Enhancement Program
- Annual MDX For Business Conference

# MDX For Business Program

## Educational Program

Provides free trainings/workshops to SB's, LB's and unemployed individuals:

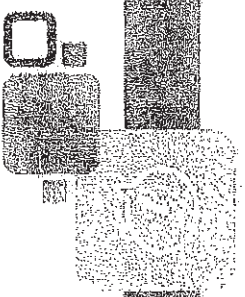
- CTQP- Construction Training Qualification Program
- Legal/Finance/Marketing



# MDX For Business Program

## Career Enhancement Program

Provides same free training/workshops offered to SB/LB to unemployed individuals in the transportation industry.



# MDX For Business Program

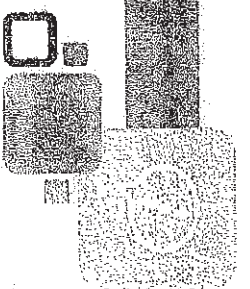
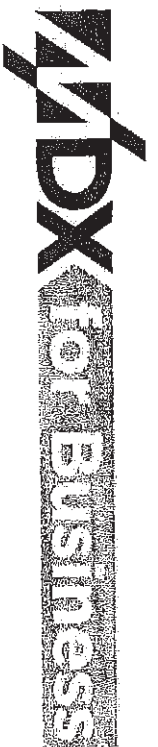
## Annual MDX For Business Conference

- Networking Opportunities
- One-on-One Breakout Sessions with MDX and its Prime Vendors
- Relevant keynote speakers and topics

## Results of MDX for Business

- Annual average of 40% of the monies paid by MDX for contracted services goes to small and local businesses.
- Annual average of 100 attendees to training/workshops – ~60% obtain CTQP certifications.



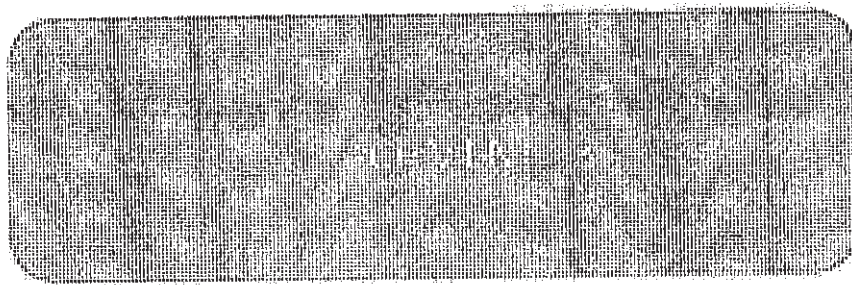


# Contracting Opportunities

To stay abreast of upcoming contracting opportunities and more, register with MDX at

[www.mdxway.com](http://www.mdxway.com)





Professional Services Task Force - Equitable Distributions Subcommittee  
Recommendations – Equitable Distribution by race and gender groups

January 10, 2017

1. Stage a public workshop to present and discuss the 2015 Mason Tillman Disparity Study ("2015 Disparity Study").
2. Establish a task force to evaluate and recommend new and/or change to policy, procedures and actions in response to the disparities identified by the 2015 Disparity Study.
3. Request that the Mayor establish a defined timeline for implementation of the race- and gender- neutral recommendations in the 2015 Disparity Study.
4. Direct County Attorney to take all necessary actions to seek lifting of injunction(s) that prohibits the County from utilizing race and gender conscious procurement measures.
5. Require that County staff involved in procurement activity and all individuals serving on a County competitive selection committee receive briefing on the 2015 Disparity Study and the significant disparities identified.
6. Provide access to data demonstrating the distribution of contracts awarded and procurement dollars spent by race- and gender- categorization of vendor firms.
7. Modify CBE Certification to attach a subcategory that reflects the race- and/or gender categorization for certified firms (e.g. CBE – African American)
8. Established targeted directives for increasing the pool of certified MWBE firms with emphasis of race- and gender-groups exposed to statistically significant disparities.

## Professional Service Task force Procurement by the Numbers

### Recommendations

The Internal Services Department is in the process of setting up a new Procurement System. The goal of this system should be for complete transparency and available to all users with an ability to view information on-line in real time. It should be set up to capture firm, employee and contract information and all located under one database with an ability to sort by any of these key statistics which at a minimum should include:

#### Firm Statistics

- Local vs. Non-local firm as defined by County code
- Number of years as local firm
- Location of Headquarters
- Size of firm and number of local employees, both licensed and non-licensed
- CBE, SBE, Tier, etc..

#### Employee Statistics

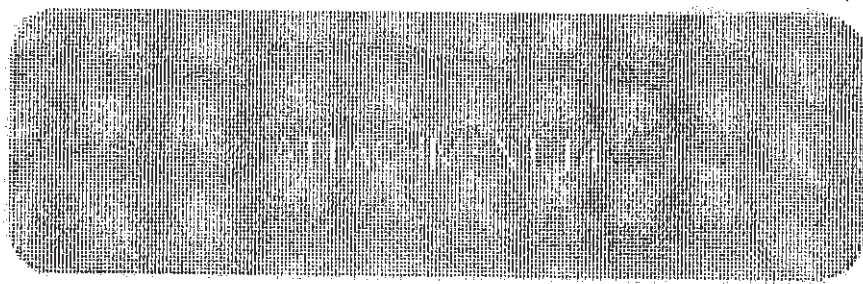
- Employee demographics information which should include the following : gender, ethnicity and city of residence
- Firm Ownership by ethnicity, gender, city of residence and percent of ownership if available

#### Contract Statistics

- Dollars awarded and paid to Primes by Contract
- Dollars awarded and paid to sub-Consultant by Contract
- Contract type-EDP, Set-Aside, Measure or No-Measure
- Type of service provided-Engineering, Architecture, Design-Build, lead Department
- Professional Service fees provided under design-build contracts

None of this information should be self-reported and the information should be collected at the time of firm certification and at annual renewal, at the time of contract award and during the monthly invoice process. Self-reporting forms such as the Monthly Utilization Report needs to be eliminated.

Reporting shall be flexible and able to report by the parameters as defined above. The goal is to have this system in place within a year of this recommendation with reporting capabilities by the end of 2017.



## MIAMI-DADE COUNTY IMPLEMENTING ORDER

FINAL from March 14, Task  
Force Meeting #11-FINAL

### STANDARD PROCESS FOR THE ACQUISITION OF PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURE, LAND SURVEYING AND MAPPING SERVICES, GENERAL CONSTRUCTION SERVICES, AND OTHER PROJECT DELIVERY METHODS

#### AUTHORITY:

Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter, Section 2-10.4 of the Code of Miami-Dade County, and Florida Statutes, Sections 255.20 and 287.055.

#### SUPERSEDES:

This Implementing Order (IO) supersedes: Administrative Order (AO) No. 3-39, Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, ordered June 17, 2003, and effective June 23, 2003.

#### SCOPE:

This IO establishes the procedures for implementation of an orderly administrative process for the acquisition of professional architectural, engineering, landscape architecture, and land surveying and mapping (A&E) services, including design-build, construction manager-at-risk, and the Equitable Distribution Program (EDP), and for the acquisition of general construction services either through the Miscellaneous Construction Contracts (MCC) or other forms of alternative project delivery methods (the "eCovered eServices"). The Internal Services Department (ISD), or its successors, shall be responsible for ensuring the consistency, transparency, and integrity of any of these competitive selection processes.

This IO shall be applicable to Miami-Dade County project solicitations seeking the acquisition of professional services or general construction services as described above, which are governed by the Consultants' Competitive Negotiation Act of 1974, Florida Statutes Section 287.055 (the "CCNA") and Florida Statutes Section 255.20, and Section 2-10.4 of the Code of Miami-Dade County.

This IO does not apply when valid public emergencies have been formally declared. For the purposes of this IO, an emergency is an unforeseen or unanticipated urgent and immediate need for goods or services where the protection of life, health, safety or welfare of the community or the preservation of public properties would not be possible using any of the other purchasing methods described in this IO.

This IO applies to all capital improvement professional services agreements, including design-build contracts, and construction contracts except where restricted by federal, state, or external regulations. the provisions of this IO may be in conflict with federal or state law.

## DELEGATION OF AUTHORITY; RESPONSIBILITIES OF ISD:

~~Delegation of authority to the ISD Director by the County Mayor is pursuant to Section 2-10.4 of the Code of Miami-Dade County. To ensure equity and adherence to all applicable regulations governing the selection of a service provider, ISD~~ With respect to Covered Services, the County Mayor hereby delegates to the Director of ISD the authority and responsibility to ~~shall coordinate and oversee as follows:~~

1. Provide advice regarding different project delivery methods and make recommendations to the client department on contracting strategies.
2. Prepare the solicitation documents for ~~the acquisition of the covered services described in this IO~~ with input from the client department, and advertise each solicitation.
3. Schedule, advertise, record, coordinate and conduct the selection and negotiation committee meetings for the acquisition of ~~professional architectural, engineering, landscape architecture, and land surveying and mapping (A&E) services, including~~ Professional Services, design-build and construction manager-at-risk services as covered services described in this IO.
4. Indicate, in applicable solicitation(s), any participation restrictions specific to the solicitation, or subsequent acquisition of Covered Services ~~professional architectural, engineering, landscape architecture, and land surveying and mapping (A&E) services, including design-build and construction manager-at-risk projects.~~
5. Identify in the advertisement restrictions, exclusions, and/or exemptions from consultant participation in potential forthcoming services. Include clarification in the advertisement of who may or may not participate on the specific solicitation as a result of specific requirements, previous contractual engagements, conflict of interests, or competitive advantage.
6. ~~The A/E selection~~ Consultant eCoordinator or designee shall be responsible for requesting and receiving any additional information from proposers after submittal deadline.
7. Ensure compliance with this IO.

## POLICY:

This IO shall govern all phases of the Miami-Dade County administrative process, through ISD, for the acquisition of ~~the eCovered sServices~~. Each client department shall be required to capture real-time project status utilizing the Capital Improvements Information System (CIIS), or other current, available database, to oversee the implementation of County capital improvement construction projects from initiation through planning, design, construction, and project closeout, reporting on project adherence to budgets and schedules, and monitoring critical sequencing of linked projects in accordance with County regulations. ISD provides a system for the implementation of countywide capital improvement policies and procedures relating to



project management and contract compliance. The policies and procedures provided to client departments shall provide the necessary operational guidance to ensure consistency in documentation, reporting, accountability, and management of capital improvement projects. Such system shall interface with existing departmental systems whenever possible, and allow access to information via a web-enabled application.

ISD will develop, maintain and periodically update standardized contract language and related forms, and standardize interpretation and enforcement of County professional services and construction contracts to foster consistent and equitable project management among County departments. The County Mayor or County Mayor's designee may grant written exemptions from the standards where the protection of life, health, safety or welfare of the community, operational necessity, or the preservation of public properties is concerned.

#### **DEFINITIONS:**

The following definitions are applicable in this IO:

**A&E:** This term is used interchangeably with "Professional Services."

**Adjusted Bid:** An evaluation process where proposals are evaluated and assigned point values to a rating system. The price divided by the total qualitative points yields an "adjusted bid." This process is used for design-build processes.

**Advancing Firms:** Proposers selected by the Competitive Selection Committee to advance to the next phase of the evaluation process.

**A&E Consultant Coordinator:** An ISD staff member responsible for managing the A&E selection process, who also serves as the assigned non-voting chairperson of the selection and negotiation committees.

**Affiliates:** Business concerns, organizations, or individual relationships in which directly or indirectly, (i) either one (1) party controls or has the power to control the other party, or (ii) a third party controls or has the power to control the other two parties. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized by a debarred entity, individual, or affiliate following the debarment of a contractor that has the same or similar management, ownership, or principal employees as the contractor that was debarred or suspended, as defined in Section 10-38 of the Code.

**Affirmative Action Plan (AAP):** A plan which sets forth the procedures the entity utilizes to demonstrate its track record in regard to equitable employment, promotion, and procurement practices.

**Agency:** Instrumentality or branch of County government under the supervision of the County Mayor or County Mayor's designee. Term is synonymous with client department.

**Amendment:** A written supplemental agreement executed by the County and the vendor, covering modifications to a professional services agreement.

**Average Dollaraily Value (ADV):** The calculation of the average of the total of the dollars awarded and paid by the County to the prime firm and all subconsultants by the County, when they served as a serving as prime firms in previous engagements, during the three-year period immediately preceding the submittal date.

**Board of County Commissioners (Board):** The governing body of unincorporated Miami-Dade County.

**Best Value:** A process of selection in which the final selection criteria primarily includes qualitative subjective considerations in addition to price and not solely a low bid price, or an adjusted bid.

**CCNA:** The Consultants Competitive Negotiation Act, Section 287.055 of the Florida Statutes

**Change Order:** A written agreement executed by the County, the vendor and the vendor's Surety, covering modifications to a design and/or construction contract.

**Code of Miami-Dade County, Florida (Code):** The systematic and comprehensive compilation of Miami-Dade County laws, rules, or regulations that is consolidated and classified according to subject matter.

**Compensation:** Monies paid to an entity, by Miami-Dade County, for covered services rendered to Miami-Dade County.

**Competitive Selection Committee (CSC):** The committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for a specific project, as defined in Section 2-10.4(5) of the Code.

**Construction Contract:** The agreement executed by a vendor and the County covering the performance of the work including the furnishing of labor, superintendence, materials, tools and equipment as indicated in the Contract Documents. The term "Contract" shall have the same meaning.

**Construction Manager-at-Risk (CM-at-Risk):** A procurement method which allows for a firm, following a competitive selection process, to establish a maximum price, act as the general contractor, bid work to trade contractors, and work cooperatively through the design and construction phases with a guaranteed project budget and schedule.

**Consultant:** Architect, Engineer, the County or its authorized representatives identified in the Notice-to-Proceed letter, including but not limited to the resident Architect/Engineer, the Construction Manager, the County's representatives and the Architect/Engineer of Record. In the event an Architect/Engineer is not employed on the project, the term "County" may be substituted for Architect/Engineer.

**Continuing Contract:** A contract for professional services entered into accordance with all the procedures of the Consultants' Competitive Negotiation Act, as defined in CCNA and Section 2-10.4(1)(f) of the Code, and Florida Statutes, Section 287.055.

**Contract:** An executed agreement between an entity and Miami-Dade County. Term is synonymous with Professional Services Agreement (PSA), design-build contract, or construction contract.

**Contract Measures:** A portion of work sheltered specifically to be performed by available certified Small Business Enterprise (SBE), and/or Disadvantaged Business Enterprise (DBE) or successor sheltered program firms. Term is synonymous with goals.

**Contractor:** The individual, firm, partnership, or corporation, or combination thereof, private, municipal, or public, including joint ventures, duly licensed under Florida Statutes, which, as an independent Contractor, has entered into a Contract with Miami-Dade County, who is referred to throughout the Contract Documents by singular in number and masculine in gender.

**County Mayor or County Mayor's Designee:** The executive responsible for the day-to-day operations of County government, or his/her designee.

**County Regulations:** County ordinances, IOs, AOs, resolutions or specifications.

**Covered Services:** Professional architectural, engineering, landscape architecture, and land surveying and mapping services, including design-build, construction manager-at-risk, general construction services, the Equitable Distribution Program (EDP), Miscellaneous Construction Contracts (MCC), and other forms of alternative project delivery methods.

**Debarment:** Action taken to exclude a consultant or contractor, its individual officers, and its shareholders with significant interests, its qualifying agent and/or its affiliated businesses from County contracting and County approved subcontracting for a specified period as provided in Section 10-38 of the Code.

**Design-Build Contract:** A single contract with a design-builder for the design and construction of a public construction project, as defined by Florida Statutes, Section 287.055.

**Design-Builder:** A partnership, corporation or other legal entity that (a) is certified under Section 489.119 of Florida Statutes, to engage in a contract through a certified or registered general contractor, or a certified or registered building contractor as the qualifying agent; or (b) is certified under Section 471.023 of Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

**Design Criteria Package:** Concise, performance-oriented drawings and/or specifications of the public construction project. The design criteria package includes information regarding the County's expectations of a finished project. For a design-build project, the design criteria package shall contain sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit the County to enter into a contract. The design criteria package may be as brief as referencing the applicable standards for utility design to specifying performance-based criteria for a public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

**Design Criteria Professional:** An individual or firm that holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm which holds a current certificate as a registered engineer under Chapter 471 of Florida Statutes, to practice engineering. The individual must be employed by/or under contract to the agency for the provision of professional architectural or engineering services in connection with the preparation of the design criteria package. Pursuant to Florida Statutes, Section 287.055, a design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

**Disadvantaged Business Enterprise (DBE):** A "for-profit" small business concern that (a) is at least 51 percent (51%) owned, managed and controlled by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent (51%) of the stock is owned by one or more such individuals; and (b) that is certified as a DBE by a certifying member of the State of Florida Uniform Certification Program.

**Equitable Distribution Program (EDP):** A program administered by ISD that streamlines the solicitation process for ~~eContinuing eContracts~~, by distributing ~~A&E services~~ Professional Services to eligible firms on a defined basis. EDP projects must have construction costs and study activities within the thresholds established in Florida Statutes, ~~Section 287.055~~ the CCNA for continuing contracts.

**EDP Firms:** A group of A&E professional firms that holds a County Pre-Qualification Certificate, and is approved by the County to participate in the EDP.

**Economic Stimulus Plan (ESP):** A program whereby the County expedites the procurement and award of specific capital improvement projects, identified by resolution and approved by the Board, delegating certain authority to the County Mayor or County Mayor's designee with respect to the specific project. All awards made pursuant to the program are subject to ratification by the Board.

**Expedited Ordinance:** Any existing Board-approved policy authorizing an expedited process for the procurement and award of specific design and/or construction improvement projects, and delegating certain authorities to the County Mayor or County Mayor's designee. All awards made pursuant to the program are subject to ratification by the Board.

**Firm:** Any individual, firm, partnership, corporation, or other legal entity permitted by law to provide the covered services. Term is synonymous with Consultant, Design-Builder, Contractor, or Team.

**Internal Services Department (ISD):** A department of Miami-Dade County.

**Local Certified Veteran Business Enterprise (LVP):** A firm that is a local business, pursuant to Section 2-8.5.1 of the Code, and certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187, Florida Statutes.

**Locally Headquartered Business Firm:** ~~As more fully defined in Section 2-8.5, a Local Business which has a Principal Place of Business in Miami-Dade County means a~~

Florida registered entity, Local Business as defined in Section 2-8.5 of the Code of Miami-Dade County, which has a Principal Place of Business in Miami-Dade County.

**Local Preference:** Preference given to a local prime proposer pursuant to Sections 2-8.5 and 2-10.4 of the Code.

**Miami-Dade County (County):** A political subdivision of the State of Florida.

**Miscellaneous Construction Contract of MCC:** A type of contract established to procure competitive, cost effective, quality construction services for miscellaneous and emergency construction projects through the creation of a pre-qualified pool of contractors as approved by the Board.

**Modification:** A written amendment/supplemental agreement to a contract, involving changes that are executed by the County and the firm under contract, following award of a contract.

**Notice to Professional Consultants (NTPC):** A solicitation for professional services which includes but it is not limited to a description of the scope of services, technical certification requirements, notice of selection criteria and methodology, data forms to be completed and submitted as part of the proposal, and submission deadline date.

**Ordinal Score:** ~~means~~ The score after the individual CSC members' total qualitative points, for each respondent, which shall be converted in numerical order. For each CSC member, the highest qualitative points shall be equivalent to the lowest ordinal score.

**Past Performance Evaluation (PPE):** An evaluation prepared by project management staff of the performance of a firm during or upon conclusion of a project.

**Pre-Qualification Certification (PQC):** The County's certification process that includes technical certification for A&E professional services, affirmative action plan, and vendor registration. All firms providing professional services are required to hold an active County PQC at the time of proposal submission and, if selected, throughout the contract term without any lapses.

**Prime Consultant:** A firm which enters into a PSA with the County to render professional services pursuant to a solicitation. The prime consultant shall have full responsibility and liability for the quality of performance of itself, as well as that of sub-consultant professionals on its team.

Principal Place of Business: The nerve center or the center of overall direction, control, and coordination of the activities of the firm. If the firm has only one business location, such business location shall be its Principal Place of Business.

**Professional Services:** Those services within the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida; or those performed by any registered architect, professional engineer, registered landscape architect, or registered surveyor and mapper in connection with his/her professional employment or practice. This term is used interchangeably with "A&E."

**Professional Services Agreement:** A contract to provide services within the scope of the practice of architecture, engineering, landscape architecture, land surveying and

mapping, as defined by Florida Statutes 287.055 and performed by a registered architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

**Proposer:** The person, firm, entity or organization submitting a response to a solicitation. Term is synonymous with submitter, respondent, firm, vendor, prime consultant, or design-builder.

**Qualifier:** A full-time professional employee of a firm who qualifies such firm for the technical certification needed to conduct business with the County. The full-time employee must be a registered professional, as required by Florida Statutes and Miami-Dade County's technical certification category descriptions and requirements.

**Qualitative Points:** Point values assigned by CSC members for each selection criterion.

**Request for Design-Build Services (RDBS):** A solicitation for design-build services.

**Responsibility:** The standards pertaining to the determination of contractor, consultant, or vendor capacity and integrity as governed by procedures established by the respective governing legislation. The County shall solicit offers from, award contracts to, and consent to subcontracts with responsible proposers only.

**Responsiveness:** A determination made by the County Attorney's Office with regard to whether a respondent to a solicitation has met the solicitation's submittal requirements. The County shall accept offers from, award contracts to, and consent to subcontracts with, responsive proposers only.

**Request to Advertise (RTA):** A document prepared by a department to initiate the advertisement of an A&E, Design-Build, CM-at-Risk solicitation, general construction services, or other professional services.

**Rotational Value (RV):** A firm's position in the EDP Pool. The firm's position in the ranking is based on their technical certification categories and the firm's rotational value (RV). The RV is established by a firm's three-year award and payment history.

**Schedule of Participation or SOP:** A form included in the proposal/bid document that establishes the proposed participation of sub-contractors to meet the measure established in the contract by the Small Business Division of ISD.

**Small Business Enterprise Goods & Services Program (SBE-G&S):** A small business certification designation used for purchase of goods and services as defined in Section 2-8.1.1.1 of the Code.

**Small Business Enterprise Architecture & Engineering Program (SBE-A&E):** A small business certification designation used for purchase of certain professional architectural, landscape architectural, engineering, or survey and mapping services, as defined in Section 2-10.4.01 of the Code.

**Small Business Enterprise Construction Services Program (SBE-CONST):** A small business certification designation for construction related enterprise as defined in Section 10-33.02 of the Code.

**Sub-consultant:** A firm, which as a team member, has input and responsibility for certain aspects of a project, and who provides such services under the discretion of a prime consultant/contractor. Term is synonymous with sub-contractor.

**Suspension:** An administrative action less severe than debarment, taken by the County Mayor or County Mayor's designee, to exclude a consultant and/or contractor from participating on County contracts, on a temporary basis.

**Technical Certification:** A comprehensive review by the County's Technical Certification Committee affirming a firm's eligibility to provide professional services to the County in various technical certification categories.

## **SECTION I - CAPITAL IMPROVEMENTS PROJECTS TRACKING AND REPORTING REQUIREMENTS**

### **A. Initial Planning and Scheduling**

All capital construction projects are subject to the Board of County Commissioners' prioritization and budget approval. The planning and scheduling functions are important to the success of a project and shall be an element of the initial phase of project development. Upon approval of a capital construction project by the Board, the client department shall provide ISD with all relevant project data including but not limited to the following:

1. Capital Budget assigned project number
2. Departmental project tracking number(s)
3. Project description
4. Project location
5. Commission district(s)
6. Needs assessment document
7. Funding source including time and use constraints when applicable
8. Initial project schedule including, but not limited to:
  - a. Planned completion of design criteria documents
  - b. Planned land acquisition if applicable
  - c. Planned start of the Architectural and Engineering design
  - d. Planned start of construction
  - e. Planned completion of project

### **B. Design Criteria**

To the greatest extent possible, capital construction projects require that a design criteria document be prepared prior to the actual design creation. Larger or more complex projects may require a design criteria professional service agreement to prepare these documents. ~~The procedure to utilize a professional service agreement for the creation of the design criteria document is described in~~

~~SECTION II ACQUISITION OF PROFESSIONAL SERVICES~~ The completion of the design criteria document is the first milestone in the capital construction process. For a miscellaneous design project the design criteria package may be as simple as stating the applicable standards while for a building construction project it may include, but is not limited to, the following:

1. Function of the project
2. Design capacity requirements both short-term and long-term
3. Project constraints including, where applicable:
  - a. Funding
  - b. Time schedules
  - c. Footprint or proposed site plan
  - d. Land availability
  - e. Existing structures
  - f. Location of existing utilities
  - g. Ongoing operations impact
  - h. Permitting and zoning issues
  - i. Traffic planning
  - j. Demographics
  - k. Architectural style
  - l. Landscaping
  - m. Interagency/intergovernmental coordination of on-going/future/ planned projects.

If a professional service agreement is used for the acquisition of architectural and engineering services, the design criteria document should be part of the solicitation package. If it is anticipated that a professional service agreement will be utilized for the design effort, then approximately thirty (30) calendar days prior to the anticipated advertisement the department should have completed the scope of services and design criteria package. The scope of services and technical certifications for the project should be submitted to SBD for the establishment of Small Business Enterprise (SBE) goals.

**C. Land Acquisition**

The appropriate Administrative or Implementation Orders, the Code of Miami-Dade County and Florida Statutes shall govern land acquisition.

**D. Architectural and Engineering Design**

Upon completion and review of the design criteria document, the client department shall enter the design phase of the project. ~~When the design has to be accomplished through the use of a professional service agreement, the procedure specified in SECTION II ACQUISITION OF PROFESSIONAL~~



~~SERVICES~~ shall apply. Project progress reporting shall include, but is not limited to:

1. Planned commencement of design effort or notice to proceed to consultant
2. Planned thirty percent (30%) completion (50% for utility design)
3. Planned dry run plans review submission or seventy percent (70%) completion
4. Planned completion of construction specification documents
5. Planned start of construction ground breaking
6. Planned completion of project

#### **E. Construction**

Approximately thirty (30) calendar days prior to the anticipated advertisement date the client department should have completed the construction specifications package. The client department should create and submit the project data sheet with appropriate trade recommendations to SBD to establish SBE-CONST goals. Also, the client department shall initiate the Request to Advertise obtaining required signatures and budgetary approvals. Information to be included on the Request to Advertise and Award Recommendation documents is provided in SECTION III – CAPITAL CONSTRUCTION CONTRACTING. The Request to Advertise Project Memorandum shall include, but is not limited to, the following:

1. Pre-bid Meeting Date if applicable
2. Bid opening date
3. Planned Bid Award date
4. Planned pre-construction meeting
5. Planned Notice to proceed
6. Planned groundbreaking
7. Planned completion date

All capital improvement projects are subject to the Board of County Commissioners' prioritization and budget approval. The planning and scheduling functions are key to the success of a project and shall be an element of the initial phase of project development. Upon approval of a capital project by the Board, the client department shall enter into the CIIS, or other available database, all relevant project data.

## **SECTION II - ACQUISITION OF PROFESSIONAL SERVICES**

### **POLICY:**

It is the policy of the County to have a fair and equitable selection and distribution process for the selection and award of contracts for the eCovered sServices.

## **PURPOSE ADMINISTRATIVE PROCESS:**

The following shall be the process for procurement of covered services.

### **A. Request to Advertise (RTA) for Covered Services:**

Professional services requests, which are below the threshold for continuing contracts as established by ~~Florida Statutes, Section 287.055~~, the CCNA shall be procured through a continuing services contract, or through the EDP, without an RTA. ISD may identify other opportunities for continuing contract services to address the needs of the client department that are in the County's best interest. When professional services are required in excess of the ~~Florida Statutes, Section 287.055~~ CCNA thresholds for continuing contracts, and for all continuing contracts which the County decides to solicit outside of the EDP, the client departments shall:

1. Develop a draft RTA based on the project and associated sites, pursuant to the County's Capital Budget and Multi-Year Plan, or the funding authority and approval allocated for the project;
2. Pursuant to Section 2-10.4 of the Code, submit project's relevant data for SBD's consideration to establish project measures or set aside as deemed appropriate, and make any appropriate recommendation for the process of selection, including any for the use of a one tier method of selection, upon application of the standards set forth below; including whether a Second Tier meeting should be waived for projects listed on the ESP list of approved projects;
3. Finalize the RTA and forward it to the OMB to certify funding availability;
4. Upon certification from OMB that funding is available, and establishment of project goals by SBD, the client department shall prepare a complete package, along with a detailed scope of work and design criteria document and submit to ISD for review. Scope of services and design criteria may differ significantly based on the nature and complexity of the desired professional service agreement.
5. Approval by the County Mayor or County Mayor's designee shall constitute concurrent approval of the measures established by SBD. Upon receipt of approval, ISD shall file the RTA with the Clerk of the Board, forward a copy to the client department, and to the Architectural and Engineering (A&E) Unit to proceed with advertisement.

### **B. Solicitation for Professional Services:**

ISD shall review and approve the RTA for the scope of work, criteria and pertinent information to be incorporated in the solicitation documents(s) for public advertisement. While ISD shall generally adhere to the criteria for selection set

forth in this IO, the ISD Director or his or her designee shall be entitled to make the final determination at the time of NTPC of what selection criteria shall be utilized in the solicitation to address the needs of the project in the best interest of the County. ISD shall prepare the public advertisement for general circulation. The public advertisement shall contain information on obtaining the solicitation document, inclusive of the scope of services for the project, and the procedures to be followed by any firm wishing to be considered.

The client department may propose project pre-requisites and/or special requirements as part of the solicitation requirements. In order to eliminate artificial barriers to increase competition, any special requirements or pre-requisites recommended by client departments will be evaluated by ISD, the client department, and ISD's Small Business Development Division, on a project by project basis. Unless otherwise approved by ISD, all project pre-requisites are to be indicated as "preferred" in the solicitation document and not as a requirement.

### C. Responding to a Professional Services Solicitation

#### 1. Technical Certification

Technical certification is required for firms providing professional services at the time of proposal submittal deadline and, if selected, through negotiations, award and effective term of the contract.

#### 2. Pre-Qualification Certification (PQC)

PQC is required for firms providing professional services at the time of the solicitation's proposal submittal deadline. Firms that do not comply with this requirement at time of proposal submission shall not be considered for evaluation. PQC active status must be maintained from the time of the proposal submittal deadline and, if selected, through negotiations, award and the effective term of the contract.

#### 3. Additional Requirements

The NTPC shall identify the process to be used in selection, and will identify with specificity whether a one or two tier method of selection will be used upon application of the standards set forth below. The NTPC shall contain limitations as to page count, font size, spacing and other format requirements relating to the presentation. The following are some, but not all of, the provisions which may typically be contained in the NTPC:

- a. Except where restricted by federal, state laws, or external regulations, respondents must submit as either a prime consultant or sub-consultant. Failure to comply with this provision shall deem the proposal non-compliant.
- b. Teaming restrictions for sub-consultants in the compliance with the technical categories required in each solicitation will

not be imposed when there is limited availability of technically certified firms in the required categories requested. Any such limitation shall be determined by the County and included in the solicitation document.

- c. Commencing on the day after the proposal submittal deadline, respondents shall allow the County reasonable access to audit their books and records, for a specific purpose, during normal business hours. The selected firm shall permit right of access throughout the term of the contract and for a period of five (5) years from the date of the expiration of the contract.
- d. Prime consultants shall submit completed monthly utilization reports in the form specified by the County to client departments as outlined in IO 3-32, Section XII, Contract Administration, Compliance and Monitoring.
- e. If at any time the County has reason to believe that any person or firm has provided incorrect information or made false statements in a proposal, or oral presentation before a selection committee, or if the misrepresentation is confirmed following a contract award, the County Mayor or County Mayor's designee shall refer the matter to the Office of the Inspector General and/or other investigative agencies. This includes misrepresentation of information regarding dollars awarded and paid on all County contracts. In addition to pursuing any other legal remedies, the County may in its sole discretion, find the proposal non-responsible, and eliminate the firm from consideration, or if the misrepresentation is confirmed following contract award, may terminate the contract. Further, the County may initiate suspension and/or debarment proceedings in accordance with County Ordinance.
- f. All accounting of County awarded dollars and paid, records, and performance evaluation history that will be used in the evaluation of proposals shall be maintained by the County.
- g. When a firm becomes a different legal entity and the controlling interest is maintained by the same owners, corresponding applicable records and liability from the point of award of the original contract throughout the life of the contract shall be transferred to the new entity.
- h. Prior to a firm's assignment of its assets/contracts to another firm, a request must be submitted to the County for approval. All dollars awarded and paid (inclusive of any unexpended balances) for contracts awarded to the assignor shall be transferred to the assignee for purposes of accuracy for

dollars awarded and paid in accordance with Section II of this IO. All payments from the date of the transfer shall be applied to the new firm.

## SECTION II — SELECTION PROCESS FOR PROFESSIONAL A&E SERVICES

### COMPETITIVE SELECTION PROCESS

#### A. GENERAL

A CSC with the appropriate experience and/or knowledge necessary to evaluate a particular scope of service shall be appointed by the County Mayor or County Mayor's designee, pursuant to IO 3-34.

The selection process shall adhere to Florida Statutes, Section 287.055 the CCNA and Section 2-10.4(5) of the Code in accordance with the guidelines established in this IO. ~~The evaluation of proposals will be based on a two (2) tiered selection process, when applicable. By application of the criteria and processes set forth in this IO, the County intends to short list and select in the order of preference, not fewer than three proposals.~~ In the event that the County receives fewer than three (3) proposals, or fewer than three (3) proposals are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are responsive and responsible. In the event the County receives fewer than three (3) proposals, at the discretion of the client department, ISD may a) extend the proposal submittal deadline date provided proposal(s) have not been opened, or b) conduct an analysis of market availability for subject services and determine, in its sole discretion, that there is no further market availability or immediate interest to provide said services. For instances where time may remedy the deficiency in responses, the County may proceed without conducting any further market study after extending the submittal deadline date.

#### B. INITIAL EVALUATION

~~The CSC will evaluate pProposals, will be evaluated in two tiers based on unless specifically exempt. Projects shall be exempt from two tier review, and scored only based on one tier where: (i) the project advertised is an engineering project which does not exceed \$5 million in engineering or \$1 million in architecture costs and (ii) it is a continuing services contract or a contract recommended by the user department to be evaluated only in one tier in the applicable RTA. The evaluation for each tier shall be made in accordance with the First Tier and Second Tier criteria set forth below. First tier scores will not be utilized or transferred in any way to the second tier.~~

~~As more particularly set forth below, the evaluation in both tiers involves the CSC's evaluation and application of points based on the CSC's qualitative evaluation of the proposals, and the parallel application by ISD staff of certain points based on established formulas. , as applicable.~~

## **A. First Tier Evaluation**

First Tier evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee.

### **Selection Criteria:**

#### **1. First-Tier Selection: (Maximum 100 points)**

Each CSC member shall complete the evaluation form for each proposer based on the following application of the selection criteria set forth as 1A, 2A and 3A below. The objective of the First Tier selection is to short list a number of proposers (and in projects exempt from Second Tier selection to provide a final ranking of proposers) based on the application of the criteria set forth below. :

a. **Criterion 1A: QUALIFICATIONS OF FIRMS INCLUDING THE TEAM MEMBERS ASSIGNED TO THE PROJECT (Minimum of 1 point - Maximum of 40 points)**

Evaluation of the qualifications of the firms and individuals to be assigned to the project, quality and availability of the project manager, and staff of the firm to be assigned, if any, including the firm's ability to replace key personnel if so needed. The qualifications shall also include, but not be limited to, familiarity with County regulations, Leadership in Energy and Environmental Design (LEED) principles, sustainability design principles, and experience level of professional and management staff. If indicated in the NTPC that final selection will occur in Tier 1, directed in the NTPC, the a proposed project approach shall be included in the submittal. Limitations as to page count, font size, spacing, etc., shall be indicated in the NTPC.

b. **Criterion 2A: PAST EXPERIENCE ON SIMILAR PROJECTS (Minimum of 1 point - Maximum of 3540 points)**

Evaluation of the respondent's past experience, professional role, and knowledge of similar projects, including its understanding and awareness of the regulatory permitting and compliance requirements involved with similar projects, health and safety programs, and number of LEED accredited completed projects, as applicable.

c. **Criterion 3A: PAST PERFORMANCE OF THE FIRMS (Minimum of 1 point - Maximum of 10 points)**

Evaluation of firms' past performance, and timely submission of deliverables on past projects, and firms' history of performance achieving SCBE contract measures over prior five (5) years. CSC

members are required to review all Consultant/Contractor PPE reports available in the County's database.

d. **Criterion 4A: AMOUNT OF WORK AWARDED AND PAID BY THE COUNTY** (Minimum of 1 point - Maximum of 5 points)

~~In parallel with the CSC's evaluation of Criteria 1A, 2A and 3A above, ISD The County will use this criterion in an effort to distribute work equitably and consider amounts awarded and paid by the County. Awarded and paid amounts will receive equal weight as a 50/50 distribution.~~

~~Therefore, t~~The criterion is determined as a ratio of each team's average of its awarded and paid amounts (Average Dollar Value or "ADV") to the team whose ADV is the highest ("Maximum ADV"). The ADV shall be calculated as the average of the total of the dollars awarded and paid to the prime firm and all first-tier subconsultants by the County, when they served as a prime firm in previous engagements, during the three-year period immediately preceding the submittal date. ~~The amount resulting as the highest amount awarded and paid by the County ADV, shall be the Maximum ADV.~~

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

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

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

e. **Criterion 5A: ~~ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY~~USE OF LOCALLY HEADQUARTERED FIRMSBUSINESSES** (Minimum of 01 points – Maximum of 5 points)

~~Evaluation of communication ability, commitment to satisfy the County's requirements, and familiarity with County guidelines. One point shall be awarded for each full 10% of contract value designated~~ In parallel with the CSC's evaluation of Criteria 1A, 2A and 3A, ISD staff will award Points shall be awardedpoints to all firms based on for the percentage of contract value assigned to Locally hHeadquartered firmsbBusinesses as set forth in the table

below: Locally headquartered prime firms may only earn one-half three of the total points.

<u>&lt; 5% LHB</u>	<u>0 points</u>
<u>5-10% to &lt;15% LHB</u>	<u>1 point</u>
<u>15-20% to &lt;25% LHB</u>	<u>2 points</u>
<u>25% to &lt;35% LHB</u>	<u>3 points</u>
<u>35% to &lt;45% LHB</u>	<u>4 points</u>
<u>45% to &lt;50% and over LHB</u>	<u>5 points</u>

In the event a Locally Headquartered Business is the prime, and such firm commits to perform a minimum of 50% of the value of the work of the contract with its own forces, the firm shall be entitled to three (3) points on account of the firm's own status as a Locally Headquartered Business. Such firm shall be entitled to an additional two (2) points based on subcontracting, as provided for all firms in the schedule above. Locally headquartered prime businesses may only earn three (3) of the total points on account of being a LHB. If the prime firm is a locally headquartered business, that has been awarded 3 points, that prime firm shall perform a minimum of 50% of the contract.

The local headquartered business preference shall be implemented and enforced in accordance with the enforcement provisions set forth in the applicable enforcement implementing order below.

Points awarded for locally headquartered firms businesses shall be performed by County staff in advance of the first tier meeting, but not revealed to the CSC until scoring is complete completed and submitted by the CSC to ISD staff for processing.

**f. Criterion 6A: LOCAL PREFERENCE (5 points)**

In parallel with the CSC's evaluation of Criteria 1A, 1B and 1C, ISD shall provide all firms which are entitled to local preference five (5) additional points.

**2. Second-Tier Selection: (Maximum 100 points)** A second tier evaluation will generally consist of a written proposal and/or an oral presentation as determined by the ISD Director or designee and communicated in writing to the shortlisted proposers. The first place ranked firm following First Tier evaluation will be scheduled for the latest oral presentation time; all other times will be scheduled based on a random draweing conducted by ISD at the conclusion of the First Tier.



a. Criterion 1B: KNOWLEDGE OF PROJECT SCOPE (Minimum of 1 point - Maximum of 50 points)

Evaluation of the respondent's understanding of the proposed scope of work which may include, but not be limited to, studies performed that affect this project, key design elements (a design scheme may be required), effects on the community involved, and awareness of the permitting requirements including health and safety applicable to the project's scope.

b. Criterion 2B: PROPOSER'S PROJECT STAFFING APPROACH (Minimum of 1 point - Maximum of 40 points)

Evaluation of the respondent team's approach to the project, including an evaluation of the expertise of the prime and subconsultants. Respondent's approach to sustainable design principles and implementation of LEED requirements, as applicable. Evaluation of the firm's management approach to the proposed scope of services to include staffing levels assigned to the project experience in scheduling projects, systems utilized to keep track of the project schedule, cost control, quality assurance, and quality control, as well as tools and methods employed to avoid cost overruns and project delays.

c. Criterion 3B: USE OF LOCALLY HEADQUARTERED BUSINESSES (Minimum of 0 points - Maximum of 5 points) In parallel with the CSC's evaluation of Criteria 2A and 2B, ISD staff will award points to all firms based on the percentage of contract value assigned to Locally Headquartered Businesses as set forth in the table below:

<u>&lt; 5% LHB</u>	<u>0 points</u>
<u>5% to &lt;15% LHB</u>	<u>1 point</u>
<u>15% to &lt;25% LHB</u>	<u>2 points</u>
<u>25% to &lt;35% LHB</u>	<u>3 points</u>
<u>35% to &lt;45% LHB</u>	<u>4 points</u>
<u>45% and over LHB</u>	<u>5 points</u>

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

The local headquartered business preference shall be implemented and enforced in accordance with the enforcement provisions set forth below.

Points awarded for locally headquartered businesses shall be performed by County staff in advance of the first tier meeting, but not revealed to the CSC until scoring is completed and submitted by the CSC to ISD staff for processing.

d. Criterion 4B: LOCAL PREFERENCE (5 points)

In parallel with the CSC's evaluation of Criteria 1B and 2B, ISD staff shall provide all firms which are entitled to local preference five (5) additional points.

C. RECOMMENDATION TO MAYOR OR MAYOR'S DESIGNEE

ISD shall monitor the qualitative points assigned to each firm by individual CSC members. A justification of their qualitative points will be requested for any variation in excess of thirty-three percent (33%) above or below the average score, assigned per criteria, or any identifiable deviation not in adherence with the applicable selection criteria. The CSC members will be asked to explain the disparity and afforded the opportunity to modify his/her score to eliminate the disparity or deviation. Any and all disparities/deviations must be addressed independently prior to continuing the selection process and finalizing the ranking.

Each CSC member shall assign qualitative points on each respondent's evaluation report in accordance with the established evaluation criteria, ~~factors as denoted above~~. Any ties on an individual CSC's scorecard must be resolved by the individual CSC member prior to continuing the selection process and finalization of the ranking. In situations where Local Certified Service-Disabled Veteran Business Enterprise Preference ~~and/or Local Preference~~ are applicable, ~~then they shall be applied to the CSC member's total qualitative score, in accordance with Sections 2-8.5, 2-8.5.1, and 2-10.4 of the Miami-Dade Code.~~ The County Mayor or the Mayor's designee shall apply local preference and local disabled veteran preference, as applicable, to the total qualitative scores from each individual CSC scorecard prior to ordinal ranking. The adjusted qualitative points for each respondent taking into account local preference and disabled veterans preference shall then be totaled and converted to an ordinal score in each CSC member's scorecard.

ISD staff shall convert total qualitative scores, including all preferences, into ordinal scores, record the totals (adjusted qualitative and ordinal scores) for each respondent and read the information into the record. The highest numerical (lowest rank) ordinal scores per respondent shall be dropped. The remaining ordinal scores awarded by each of the CSC members for each respondent shall

then be totaled. The respondents shall be ranked numerically based on lowest totaled ordinal points first.

Tiebreakers for the Final Ranking shall be applied as follows: firm with the most first place votes, then second place, then third, etc., until the tie is broken, including the lowest ordinal score previously dropped, if needed.

~~If a Second Tier evaluation is not required, t~~The CSC shall recommend to the ISD Director or designee, in order of preference, no fewer than the three (3) highest ranked firms deemed to be the most qualified, provided no fewer than three (3) firms have responded to the solicitation, and/or have been deemed responsive. The CSC's recommendation, in final ranking order inclusive of any preferences, shall be forwarded to the ISD Director or designee for consideration as to order of preference, and request for approval to negotiate a contract for the solicited services. Upon the ISD Director or designee's approval, the County shall enter into negotiations with the recommended firm(s).

~~If a Second Tier evaluation is required, the CSC shall shortlist and invite no fewer than three (3) firms, provided that three (3) firms have responded to the solicitation and have been evaluated in the First Tier process.~~

~~All selections shall be presumed to proceed to Second Tier evaluation unless (1) it is a continuing services contract with a value of less than \$510 million for engineering contracts, or \$2 million for architecture contracts, or (2) the User Department recommends that the contract be awarded after the First Tier evaluation and the contract is less than the values stated in (1) above. The NTPC shall state if the selection will not proceed to a Second Tier. The CSC, by majority vote, may waive the Second Tier evaluation process, and recommend to the ISD Director or designee that a contract be negotiated with the highest ranked responsive and responsible proposer(s) based solely on the evaluation results of First Tier.~~

~~First Tier scores will not be utilized or transferred to Second Tier evaluation/selection process.~~

#### **B. Second Tier Evaluation**

~~Second Tier evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee. A Second Tier evaluation will generally be comprised of a written proposal and/or an oral presentation as determined by the ISD Director or designee and communicated in writing to the shortlisted proposers. The first place ranked firm as a result of the First Tier evaluation will be scheduled for the latest oral presentation time. All other times will be scheduled in reverse order based upon the time that the First Tier proposal was submitted based on a random drawing conducted by ISD at the conclusion of the First Tier meeting. The CSC shall evaluate the firms based upon the criteria listed below.~~

#### **Selection Criteria:**

- ~~1. First~~Second Tier Selection: (Maximum 100 points)

a. ~~Criterion 1B: KNOWLEDGE OF PROJECT SCOPE (Minimum of 1 point  
Maximum of 50 points)~~

~~Evaluation of the respondent's understanding of the proposed scope of work which may include, but not be limited to, studies performed that affect this project, key design elements (a design scheme may be required), effects on the community involved, and awareness of the permitting requirements including health and safety applicable to the project's scope.~~

b. ~~Criterion 2B: PROPOSER'S PROJECT STAFFING APPROACH  
(Minimum of 1 point Maximum of 450 points)~~

~~Evaluation of the respondent team's approach to the project, including an evaluation of the expertise of the prime and subconsultants. Respondent's approach to sustainable design principles and implementation of LEED requirements, as applicable. Evaluation of the firm's management approach to the proposed scope of services to include staffing levels assigned to the project experience in scheduling projects, systems utilized to keep track of the project schedule, cost control, quality assurance, and quality control, as well as tools and methods employed to avoid cost overruns and project delays.~~

~~Criterion 3B: USE OF LOCALLY HEADQUARTERED  
FIRMSBUSINESSES (Minimum of 0 points Maximum of 5 points)~~

~~Points shall be awarded for the percentage of contract value assigned to locally headquartered businesses as set forth in the table below:~~

<del>&lt; 5% LHB</del>	<del>0</del>
<del>5% to &lt;15% LHB</del>	<del>points</del>
	<del>1</del>
	<del>point</del>
<del>15% to &lt;25% LHB</del>	<del>2</del>
	<del>points</del>
<del>25% to &lt;35% LHB</del>	<del>3</del>
	<del>points</del>
<del>35% to &lt;45% LHB</del>	<del>4</del>
	<del>points</del>
<del>45% and over LHB</del>	<del>5</del>
	<del>points</del>

~~Locally headquartered prime businesses may only earn three (3) of the total points on account of being a LHB. If the prime firm is a locally headquartered business, that has been awarded 3 points, that prime firm shall perform a minimum of 50% of the contract.~~

~~Points awarded for locally headquartered businesses shall be performed by County staff in advance of the first tier meeting, but not revealed to the CSC until scoring is submitted.~~

Criterion 4B: LOCAL PREFERENCE (5 points)

One point shall be awarded for each full 10% of contract value designated for locally headquartered firms. Locally headquartered prime firms may only earn three of the total points.

<u>10% to &lt;20% LHB</u>	<u>1</u> <u>point</u>
<u>20% to &lt;30% LHB</u>	<u>2</u> <u>points</u>
<u>30% to &lt;40% LHB</u>	<u>3</u> <u>points</u>
<u>40% to &lt;50% LHB</u>	<u>4</u> <u>points</u>
<u>50% to &lt;60% LHB</u>	<u>5</u> <u>points</u>

Points awarded for locally headquartered firms shall be performed by County staff in advance of the first tier meeting, but not revealed to the CSC until scoring is submitted

Each CSC member shall assign qualitative points on each respondent's evaluation report in accordance with the established evaluation criteria factors as denoted above. Any ties on an individual CSC's scorecard must be resolved by the individual CSC member prior to continuing the selection process and finalization of the ranking. In situations where Local Certified Service Disabled Veteran Business Enterprise Preference and/or Local Preference are applicable, then they shall be applied to the CSC member's total qualitative score, in accordance with Sections 2-8.5, 2-8.5.1, and 2-10.4 of the Miami Dade Code. The County Mayor or the Mayor's designee shall apply local preference and local disable veteran preference, as applicable, to the total qualitative scores from each individual CSC scorecard prior to ordinal ranking. The qualitative points for each responded taking into account local preference and disable veterans preference shall then be totaled and converted to an ordinal score in each CSC member's scorecard.

ISD staff shall record the totals (adjusted qualitative and ordinal scores) for each respondent and read the information into the record. The highest numerical (lowest rank) ordinal scores per respondent shall be dropped. The remaining ordinal scores awarded by each of the CSC members for each respondent shall then be totaled. The respondents shall be ranked numerically based on lowest totaled ordinal points first.

Tiebreakers for the Final Ranking shall be applied as follows: firm with the most first place votes, then second place, then third, etc., until the tie is broken, including the lowest ordinal score previously dropped, if needed.

~~The CSC shall recommend to the ISD Director or designee, in order of preference, no fewer than the three (3) highest ranked firms deemed to be the most qualified, provided no fewer than three (3) firms have responded to the solicitation, and/or have been deemed responsive. The CSC's recommendation, in final ranking order inclusive of any preferences, shall be forwarded to the ISD Director or designee for consideration as to order of preference, and request for approval to negotiate a contract for the solicited services. Upon the ISD Director or designee's approval, the County shall enter into negotiations with the recommended firm(s).~~

**CD. PSA Contract Negotiations** PSA CONTRACT NEGOTIATIONS

The County Mayor or County Mayor's designee shall select, in order of preference, from the firms recommended by the CSC, the firm with whom the County shall enter into negotiations for each proposed contract award. For all Lump Sum Cost or Cost Plus a Fixed Fee contract in excess of one hundred and fifty thousand dollars (\$150,000), the County shall require the firm receiving the award to execute a Truth-In-Negotiation Certificate as mandated by Chapter 287 of the Florida Statutes. Negotiations shall be conducted as follows:

1. The County Mayor or County Mayor's designee will appoint a negotiation committee with the necessary expertise to assist in negotiations. Two (2) members shall be representatives of the client department, and an ISD or County procurement professional shall be the non-voting chairperson of the negotiation committee charged with facilitating the negotiations. The client department may request that the County Mayor or County Mayor's designee appoint specific individual(s) who are experienced and knowledgeable with the subject matter. The negotiation committee shall negotiate a PSA with the highest ranked, qualified firm.
2. Should the negotiation committee be unable to negotiate a mutually satisfactory PSA, negotiations with that firm shall be formally terminated by ISD. The Negotiation Committee shall proceed to negotiations with the next highest ranked firm until a satisfactory agreement is achieved. Upon failure to negotiate an agreement, the County Mayor or County Mayor's designee may reject all proposals and re-advertise the project.

**DE. PSA Contract Award** CONTRACT AWARD

Upon successful negotiation of a PSA, the client department shall prepare the Contract Award Recommendation (CAR) memorandum along with supporting documents, and forward to the OMB for certification of funding availability. If the base contract amount differs from the client department's base estimated cost by more than ten percent (10%), then the client department shall justify the variance in the CAR.

Upon approval of the CAR by the Board, County Mayor, or County Mayor's Designee, the CAR shall be filed with the COB Clerk of the Board of County Commissioners.

**E. ~~Rejection of All Respondents~~**

If either the selection process or negotiations fail to result in a contract award, the client department shall prepare a memorandum addressed to the County Mayor to request rejection of all proposals. The rejection shall be filed with the COB, upon approval by the County Mayor County Mayor's designee.

**F. ~~Professional Services Agreement (PSA)~~ PROFESSIONAL SERVICES AGREEMENT (PSA)**

The ISD Director shall maintain, and update periodically, a form PSA. At a minimum, the PSA shall:

1. Require professional services firms to register with the County and maintain an active registration throughout the term of the contract;
2. Require professional services firms to provide all documents required by applicable County legislation;
3. Require professional services firms, and all members of contracting teams, to maintain active technical certifications in the required categories for the project throughout the term of the contract, and submit current paid and award records for all County contracts

The PSA shall provide that the County may audit vendor's compliance with the County's requirements at any reasonable time. The PSA shall also provide a reasonable cure period for any curable violations of County requirements

**G. ~~Managing the Professional Services Agreement~~**

**MANAGING THE PROFESSIONAL SERVICES AGREEMENT**

PSAs typically consist of a series of deliverable items with scheduled due dates on each. The key to a successful project is good planning and documentation. As such, a pre-work conference shall take place between the selected prime consultant and the County's project manager to outline expectations and review reporting and billing procedures. Minutes of this meeting shall be retained in the project file. It is important to closely monitor the consultants' performance and adherence to schedules, as well as, monitoring quality and the need for rework. To ensure that the project manager and the prime consultant have a clear understanding of the work product, all service orders, revisions, and instructions must be in writing, including the method of payment calculation and schedule of deliverables.

Client departments shall collect and submit copies of utilization reports for all awarded PSAs as required by the County's projects and procedures. Project invoices may be placed on hold until utilization reports are submitted by the prime consultant.

Client departments shall complete at a minimum, a performance evaluation report for each PSA. One (1) evaluation shall be completed per year, and a final performance evaluation report within thirty (30) calendar days of issuing the Certificate of Completion, or on an as-needed basis, if performance is substandard. PSA shall include language advising the firm(s) that a performance evaluation of the services rendered shall be prepared by the client department and utilized by the County as an evaluation criterion for future solicitations.

Firms shall have the right to review their performance evaluations report and submit a notice of appeal letter, and a detailed rebuttal of the ratings contained therein, within thirty (30) days of the issuance date of evaluation. If any performance evaluation is appealed by the applicable firm, then the County shall not utilize that evaluation when selecting a consultant until the appeal process has been resolved.

Amendments to the PSA shall be prepared by the client department.

#### ~~H. Methods to Acquire Continuing Contracts for Professional Services~~ **CONTINUING CONTRACTS**

Professional services requests that are below the threshold for continuing contracts ~~under the CCNA are may be~~ procured through the use of Equitable Distribution Program (EDP) in accordance with the procedures set forth below, ~~all the procedures of the Consultants' Competitive Negotiation Act, as defined in Section 2-10.4(1)(f) of the Code, and Florida Statutes, Section 287.055.~~

##### **1. Equitable Distribution Program (EDP)**

ISD is responsible for the implementation and administration of this Program. The County Mayor or his/her designee is delegated the authority to award EDP Professional Service Agreements to eligible participants.

The EDP establishes a structured process to procure and distribute A&E consulting services assignments to eligible EDP participants and certified Small Business Enterprise Architecture and Engineering (SBE-A/E) firms. Assignments will be distributed through one of the two rotational pools; a set-aside for SBE-A/E EDP participants and an open competitive rotational pool pursuant to the availability of SBE-A/E eligible to meet the assignment requirements.

The EDP SBE-A/E rotational pool is designed to maximize opportunities to small businesses to be selected for design and consulting services for a scoped project, or a number of projects with similar scopes pursuant to their technical expertise, award and payment history with the County.

The EDP open competitive rotational pool may be utilized when a service assignment is federally funded, grant funded, or state funded or when 100% SBE-A/E set-aside is not attainable due to unavailability of three or more consultants that hold the required technical expertise.

Each EDP assignment cannot exceed the threshold(s) established by Florida Law for a continuing contract. Currently, these thresholds are



\$200,000 for studies, or the value of design services required to support a single project, or a number of projects with the same scope and specified locations where the construction cost(s) does not exceed \$2 million.

Entry into the program does not represent a contract between Miami-Dade County and any participant, but rather an acknowledgement that a participant satisfies the qualification criteria required for membership.

Eligible consultants must meet the following EDP qualifications requirements:

**a. Qualification criteria**

- i. ~~The firm is required to be a in-Locally Headquartered Business, for a minimum of one (1) year, except where funding restrictions apply, firms will be required to have a place of business in Miami-Dade County (MDC) for a year or more as evidenced by the firm's local business Tax Receipt issued by the MDC tax collector.~~
- ii. A business owner, alone or as a member of a group, shall own or control only one (1) firm, including affiliates.
- iii. An individual design professional can only qualify one (1) firm pursuant to the respective Licensing Governing Boards of the State of Florida.
- iv. As part of the EDP membership application, firms are required to submit an affidavit confirming three (3) years of awards and payments made by MDC. Firms are required to submit payment reports on an ongoing basis to the County Departments that manage each assignment for all new and existing contracts with active service orders.
- v. Upon written notice, a firm shall execute the EDP agreement and submit the required documents and insurance certificates within ten (10) calendar days. Failure to comply may result in forfeiting the assignment.

**b. Program Participation**

- i. After gaining admission into the program, each firm shall be ranked in accordance with the rotation ranking formula in all of the MDC technical categories the firm holds.
- ii. Each firm's position in the ranking is based on its technical certification categories and the firm's rotational value (RV). The RV is established by a firm's three year award and payment history ("Compensation Amount"). ~~For the purpose of establishing position, firms qualified a Locally Headquartered shall have their Compensation Amount reduced by twenty five percent (25%) and firms qualifies a SBE shall also have their Compensation Amount reduced by~~

~~twenty-five percent (25%). The evaluation reduction is cumulative for those firms who meet both criteria. The sorting priority for shall, in order of preference be, (i) SBE Tier 1, (ii) SBE Tier 2, (iii) Locally Headquartered and (iv) Time of EDP Entry~~

- iii. When a firm is selected for its first EDP assignment, the firm shall execute the EDP Professional Services Agreement and submit required documents, including but not limited to, insurance certificates, affidavits and membership eligibility records within ten calendar days from receipt of notification. A firm's evidence of insurance will be required for each service order. Failure to provide the required information within the designated time may cause the firm to forfeit pending service orders.
- iv. EDP participants acting as a prime or sub-consultant are subject to Section H -Sanctions for Contractual Violations and Section I - Administrative Penalties for failure to abide by this IO, the PSA or established program policy and procedures.

**c. EDP Work Assignment Procedures**

- i. The client department shall submit the work assignment request including a detailed scope of work to ISD for assignment of appropriate design professionals in one of the two EDP rotational pools. The work assignment request (EDP Request Form) must include funding sources and note restrictions by the funding source if the project is supported by a grant.
- ii. ISD shall review the work assignment request(s), verify the prime technical certification categories required for the scope of work and any additional technical certification categories or specialty requirements that may be needed to complete the scope of work. ISD will determine the next available three (3) primes and four (4) sub consultants per supporting technical certification category, based on their position in the EDP shall be provided to the client department.
- iii. Client departments shall review the qualifications of the next available prime firms and select the most qualified firm. The selection process may include review of submitted qualifications and telephone interviews. The client department must document the factors utilized to determine the most qualified firm. If a prime firm is certified in all of the required technical certification categories, it may perform the required services with its own work force otherwise the prime shall select EDP sub consultants from the top of the rotation.

Upon the firm(s) acceptance of the offer of work assignment, the names of the prime firm and sub consultants shall be forwarded to ISD.

- iv. ISD shall conduct surveys when a client department has an assignment that requires specific funding requirements and/or a consultant with unique expertise. In these instances, qualified respondents will be considered in the order of ranking according to the EDP RV.
- v. If negotiations with the qualified respondent fail, the client department shall notify ISD and begin negotiations with the next qualified firm according to RV. This process will continue until a successful agreement is reached.
- vi. If the client department determines that the next available firm(s) is not qualified to perform the services, the client department shall provide (in writing to ISD) an explanation for the disqualification.
- vii. ISD may, upon the written request of the client department director or assistant director, hire a specific firm qualified in the required technical expertise area for a specific project, when deemed in the best interest of the County.
- viii. ISD shall also have the authority to limit the client department's timeframe to obtain acceptance of work assignments, request additional firms and/or negotiate a service order.
- ix. Simultaneous with the completion of the service order and submittal of final payment requests, the client department shall forward to ISD the EDP Closeout Report and the performance evaluation.
- x. In the event that any service order shall be cancelled or changed, the client department shall forward such notification, along with a copy of the change or cancellation notice to ISD.

### 2.1. Continuing Services Contracts

Other continuing services contracts, as defined by the Florida Statutes, Section 287.055 may be utilized by departments provided that they are approved by the ISD Director or designee User Department and are in the County's best interest. These contracts shall be used conservatively based upon sound business rationale in accordance with Florida Statutes, Section 287.055, the CCNA.

### 3.2. Design-Build Contracts

ISD shall be responsible for the County's procurement of design-build services with the coordination of the client departments. Design-build

solicitations shall comply with ~~Florida Statutes, Section 287.055~~the CCNA. The following is applicable to the design-build process:

**Design Criteria**

- a. The design criteria package shall be prepared by a design criteria professional with the following qualifications:
  - i. A firm who holds a current certificate of registration under FS Chapter 481 to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under FS Chapter 471 to practice engineering and who is employed by/or under contract to the agency for the provision of professional architectural, landscape architectural, or engineering services in connection with the preparation of the design criteria package.
- b. The design criteria professional shall be responsible for the following, including but not limited to:
  - i. Preparing the design criteria package for the design and construction of the public construction project.
  - ii. Reviewing responses submitted by the design-build firms for compliance with the design criteria.
  - iii. Assuring compliance of project construction and design criteria package, by supervising and approving the detailed construction documents of the project.
  - iv. Evaluating the construction project's compliance with the design criteria package.
- c. The design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.
- d. The design criteria package shall contain any other items as required by procedures, laws, ordinances, or prevailing circumstances.

## Design-Build Evaluation/Selection

- a. The selection for design-build services is based on a two-step process:
- i. Step 1 is the evaluation of a design-build team's qualifications based on the teams' completed submittal. The CSC will attempt to qualify no fewer than three (3) responsive and responsible firms, and by majority vote will determine the maximum number of responsive and responsible firms to advance to Step 2.
  - ii. Step 2 is the evaluation of the Technical and Price Proposals from those Advancing Firms who choose to offer a responsive and responsible proposal.

- b. In the event the County receives fewer than three (3) proposals, or fewer than three (3) Design-Builders are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible. Said action may be taken provided the County has conducted an analysis of market availability for subject services and determined, in its sole discretion, that there is no further market availability or immediate interest to provide subject services. Furthermore, in the event the County receives fewer than three (3) proposals, the County in its sole discretion may extend the Step 1 submittal deadline date, provided proposal(s) have not been opened. For instances where time may remedy the deficiency in responses, the County may proceed without conducting any further market study after extending the submittal deadline date.

### Step 1 Selection Criteria

- a. Step 1 evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee.

#### **1. Step 1 Selection: (Maximum 100 points)**

Each CSC member shall complete his/her evaluation form for each proposer based on the following selection criteria:

**Criterion 1A - QUALIFICATIONS OF FIRMS INCLUDING THE TEAM MEMBERS** (Minimum of 1 point - Maximum of 50 points)

Evaluation of the Design-Builder's team qualifications, experience and availability of key personnel, and demonstrated project experience relative to this project.

**Criterion 2A - KNOWLEDGE AND PAST EXPERIENCE OF SIMILAR TYPE PROJECTS** (Minimum of 1 point - Maximum of 25 points)

Evaluation of the Design-Builder's understanding of the scope of work, and experience on previous similar type projects such as key design elements, understanding and awareness of the permitting requirements involved with the project, and health and safety programs, as applicable.

**Criterion 3A - PAST PERFORMANCE OF THE FIRMS** (Minimum of 1 point - Maximum of 20 points)

Evaluation of firms based on performance and timely submission of deliverables on past projects. CSC members are required to review all Consultant/Contractor PPE reports available in the County's database.

**Criterion 4A - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY** (Minimum of 1 point - Maximum of 5 points)

Evaluation of Design-Build team's communication ability, commitment to satisfy the County's requirements, and familiarity with County guidelines.

- b. ISD shall monitor the qualitative points assigned to each firm by the individual CSC members. A justification of their qualitative points will be requested for any variation in excess of thirty-three percent (33%) below or above the average score, assigned per criteria, or any identifiable deviation not in adherence with the applicable selection criteria. The CSC members will be asked to explain the disparity and afforded the opportunity to modify his/her score to eliminate the disparity or deviation. Any and all disparities/deviations must be addressed independently prior to continuing the selection process and finalizing the ranking.
- c. At the conclusion of the evaluation, scores will be totaled to yield the total qualitative points.
- d. If LVP is applicable, it will be applied in accordance with Section 2-8.5.1 of the Code, and shall be applied to the total qualitative points for each LVP firm. Application of such will result in the total adjusted qualitative points.
- e. If LVP is not applicable, the total qualitative points shall be the resultant total adjusted qualitative points.
- f. If Local Preference is applicable, it shall be applied in accordance with Section 2-10.4 of the Code. Five (5) points will be added to each local firm's total adjusted qualitative points. The County Mayor

or County Mayor's designee shall apply local preference to determine the Final Ranking.

- g. The qualitative points for each responded taking into account local preference and disabled veterans preference shall then be totaled and converted to an ordinal score in each CSC member's scorecard.
- h. ISD staff shall record the totals (qualitative and ordinal) for each respondent and read the information into the record. ~~The lowest ordinal scores per respondent shall be dropped.~~ The remaining ordinal scores awarded by each of the CSC members for each respondent shall then be totaled. The respondents shall be ranked numerically based on lowest totaled ordinal points first.
- i. Step 1 scores will not be utilized or transferred to the Step 2 evaluation/selection process.
- j. Only those advancing firms from Step 1 evaluation/selection process will be eligible to offer a responsive and responsible technical and price proposal in the Step 2 – Evaluation of Technical and Price Proposal process.
- k. Only Advancing Firms found to be responsive at the Step 1 evaluation/selection process will participate in Step 2 oral presentations, which will consist of the Design-Builder team presentation followed by a question and answer period.

### **Step 2 Selection Criteria**

- a. Step 2 evaluation shall be based on the selection criteria listed below, or as with other County procurements, selection criteria which are best suited for those professional services, as approved by the ISD Director or designee

#### **1. Step 2 Selection: (Maximum 100 points)**

Each CSC member shall complete his/her evaluation form for each proposer based on the following selection criteria:

**Criterion 1B - PROJECT DESIGN APPROACH** (Minimum of 1 point - Maximum of 40 points)

Evaluation of the project concept offered in the proposal including, but not limited to, the evaluation of design, including, but not limited to aesthetics, functionality, efficiency, and overall compliance with the County's objectives and requirements defined in the design criteria package.

**Criterion 2B - PROJECT CONSTRUCTION APPROACH**  
(Minimum of 1 point - Maximum of 40 points)

Evaluation of the constructability, phasing of the work, staging and sequencing, managerial approach, environmental control methods, work quality control, safety and construction schedule, overall effects on the community, understanding and awareness of permitting requirements of all authorities having jurisdiction, and adherence to County's construction objectives and requirements as set forth in the design criteria package.

**Criterion 3B - ABILITY TO PROVIDE REQUIRED SERVICES WITHIN TIME AND BUDGET (Minimum of 1 point - Maximum of 20 points)**

Evaluation of the Design-Builder's overall management approach, including experience in scheduling projects, systems that will be utilized to keep track of the project schedule, cost control, quality assurance, quality control, issues and methods employed to avoid cost overruns and project delays, and Design-Builder's capability to provide the appropriate personnel and equipment to efficiently carry out the requirements of the work. Evaluation of the Design-Builder's team approach to the project, including an evaluation of the expertise of the prime, subconsultants and subcontractors.

ISD shall monitor the qualitative points assigned to each firm by the individual CSC members. A justification of their qualitative points will be requested for any variation in excess of thirty-three percent (33%) below or above the average score, assigned per criteria, or any identifiable deviation not in adherence with the applicable selection criteria. The CSC members will be asked to explain the disparity and afforded the opportunity to modify his/her score to eliminate the disparity or deviation. Any and all disparities/deviations must be addressed independently prior to continuing the selection process and finalizing the ranking.

At the conclusion of the evaluation, scores will be totaled to yield the total qualitative points.

If LVP is applicable, it will be applied in accordance with Section 2-8.5.1 of the Code, and shall be applied to the total qualitative points for each LVP firm. Application of such will result in the total adjusted qualitative points.

If LVP is not applicable, the total qualitative points shall be the resultant total adjusted qualitative points.

~~The qualitative points for each responded taking into account local preference and disable veterans preference shall then be totaled and converted to an ordinal score in each CSC member's scorecard.~~



### **Price Proposal and Bid Bond**

Upon completion of Step 2 scores, the sealed envelopes containing the price proposal and bid guarantee shall be opened and read into the record. The Design-Builder's proposed price will then be divided by its respective total Step 2 scores, to obtain the adjusted bid. Local preference will be applied to the adjusted bid in accordance with Sections 2-10.4 of the Code, if applicable. In the event of an adjusted bid tie, the tie shall be broken by the respondent having the highest total qualitative points for criteria 1B, 2B, or 3B, respectively.

### **Recommendation to the ISD Director or Designee to Initiate Negotiations**

ISD's staff shall prepare a report to the ISD Director or designee with the CSC's final recommendation for negotiation of a contract with the responsive and responsible Design-Builder with the lowest adjusted bid, inclusive of local preference and tiebreakers, if applicable. The three (3) responsive and responsible Design-Builders (if three (3) such Design-Builders submitted a technical and price proposal) with the lowest adjusted bids will be recommended to the ISD Director or designee, in order of preference, for his/her review and concurrence. In the event that the County, in its discretion, determines that the lowest adjusted bid does not represent the best value to the County, the Design-Builder representing the best value shall be ranked higher. This re-ranking shall be reserved to instances where; a) the price is determined to be artificially low and not reflective of the true anticipated project cost; b) the Design-Builder through its submission and/or price appears to have misunderstood the scope of the project or the required services; c) there is a large price discrepancy between responsive and responsible Design-Builders, where the County determines that it may receive the necessary services at a much lower price; and d) upon application of such other factors as the CSC may set forth in writing, the County effectively determines that the re-ranking is in the best interest of the County. The firm with the lowest adjusted bid, or the firm providing the best value to the County, shall be recommended for negotiations. Upon the ISD Director or designee's approval, the County shall enter into negotiations with the recommended Design-Builder.

### **Negotiations**

The ISD Director or designee will appoint a negotiation committee with the necessary expertise to assist in negotiations. A County procurement professional shall be the non-voting chairperson of the negotiation committee charged with facilitating the negotiations. The client department may request that the ISD Director or designee appoint specific individual(s) who are experienced and knowledgeable with subject matter negotiation. The negotiation committee shall negotiate a Design-Build Contract with the highest ranked, qualified firm.

Should the negotiation committee be unable to negotiate a satisfactory Design-Build Contract, negotiations with that firm shall be formally terminated and negotiations initiated with the next highest ranked firm in order of ranking until a satisfactory agreement is achieved. Upon failure to negotiate an agreement, the County Mayor or County Mayor's designee or ISD Director or designee, as applicable, may reject all proposals.

Responsibility reviews, if applicable, will be conducted following the CSC Step 2 recommendation and prior to forwarding the recommendation for award to the County Mayor or the County Mayor's designee.

### **4.3. Construction Manager-at-Risk (CM-at-Risk)**

The CM-at-Risk method of contracting is typically applied to highly complex projects where the value of obtaining expert oversight of the design phase and contracting phase justifies such contracting method. The ISD Director or designee shall review and approve the use of the CM-at-Risk contracting method prior to the initiation of a RTA.

As part of the RTA, the client department shall include the specification criteria along with an explanation identifying the reason for using CM-at-Risk.

## **I. Sanctions for Contractual Violations**

The County may terminate a contract, or require the termination or cancellation of the sub-consultant contract if the respondent or any sub-consultant(s) violates Article VII of Chapter 11A-Discrimination, of the Code. A violation by a respondent or sub-consultant, or failure to comply with this IO, may result in the imposition of one or more of the following sanctions:

1. Suspension of any payment or part thereof until such time as the issues concerning compliance are resolved.
2. Termination, suspension, or cancellation of the contract in whole or in part, as provided for in the applicable contract.
3. In the event that a firm attempts to comply with the provisions of this IO through fraud, misrepresentation, or material misstatement, or is found to have committed such acts, the firm and its principals may be suspended, debarred or subjected to criminal prosecution based on the specific circumstances.
4. As a further sanction, the County Mayor or County Mayor's designee may impose any of the above stated sanctions on any other contracts or sub-consultant contracts the firm has with the County. In each instance, the firm shall be responsible for all direct and indirect costs associated with such termination, cancellation, suspension, or debarment.
5. Some of the violations that may result in the imposition of the sanctions listed above include, but are not limited to, the following:

- a. Failure to comply with pre-qualification requirements, not reporting organizational and operational changes, providing inaccurate or false information, and other related violations.
  - b. Deviation from any compliance agreement related to the County's small business programs or other material failure to comply with program requirements.
  - c. Modifications to scope of work, contract terms and/or fees of a subcontractor and/or subconsultant without prior approval from the County, where the same affects the County's small business programs.
  - d. Sub-contracting work to a non-EDP member without written authority of the County.
  - e. Sub-standard quality of work as evidenced by revisions to design required due to lack of compliance with building codes required and re-submittal of plans for dry-run permitting.
6. All firms performing work for Miami-Dade County are subject to evaluation as provided for in the professional service agreement or under the rules of AO 3-42, Evaluation and Suspension of Contractors and Consultants.

**J. Administrative Penalties**

The County Mayor or County Mayor's designee may deem a firm ineligible to participate in County contracts for a specified period of time, not to exceed five years, for violation of, or non-compliance with this IO, proposal(s), and/or consultant selection documents. Subject ineligibility is applicable to an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses.

**K. PSA Support Functions**

In addition to the functions outlined in SECTION II, ACQUISITION OF PROFESSIONAL SERVICES, ISD shall:

1. Maintain consultant performance evaluation records for consideration of County departments or selection committees.
2. Conduct workshops for employees participating in the County's CSC pool to describe the role and responsibilities of members and review pertinent legislation affecting the selection process.
3. Record the client department's utilization of authorized continuing contracts to monitor fair and equitable utilization.
4. Administer the Equitable Distribution Program (EDP) including the review of service orders and the appropriate selection of firms.
5. Administer the Miscellaneous Construction Contracts (MCC) including the review of the emergency pools.

6. Administer the Pre-Qualification process for architectural, engineering, landscape architecture, land surveying and mapping firms and provide related information to ISD.
7. Administer the pool of County employees available to serve on the CSC. Update the CSC membership roster bi-annually.
8. Review proposals for pre and post compliance with participation measures, requirements and issuance of performance memorandums.
9. Provide work history, data and reports to ISD reflecting the amount awarded, and or paid to the prime and sub consultants for selection ranking and/or EDP rotation.

### **SECTION III - CAPITAL CONSTRUCTION CONTRACTING**

#### **POLICY:**

This section of the IO governs capital contracts and the expedite process authorizing the County Mayor or County Mayor's designee to advertise, negotiate and award uncontested contracts for funded capital improvement construction projects and certain unanticipated funded capital repair or rehabilitation projects as well as qualifying professional service agreements.

#### **PURPOSE:**

Section 2-8.2.7 of the Code, as amended, authorizes the County Mayor, subject to Board ratification, to approve and expedite capital projects authorized therein. Eligible projects and contracts may include:

1. Approved funded capital construction projects involving the expenditure of more than \$500,000 where no protest is filed within the timeframe specified in Section 2-8.4 (b) of the Code, and all associated professional service agreements.
2. The negotiation and settlement of contractor claims, change orders issued for additional work and amendments/modifications to professional service agreements, if specified in the bid specifications and the contract document. Change orders and amendments/modifications shall not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and shall not exceed fifteen percent (15%) of the contract price in the cumulative percentage amount, unless related to environmental remediation or health requirements.

The County Mayor or County Mayor's designee is authorized by the Code, Section 2-8.1(b) to advertise for bid, award, and reject bids or proposals for contracts and purchases when the transaction involves the expenditure of five hundred thousand dollars (\$500,000) or less without the need for further action by the Board.

All eligible capital construction contracts shall be processed utilizing this procedure and standard forms developed by ISD. Contracts deemed controversial in nature or holding special interest to the Board, shall be processed as a Board Agenda item.

**A. Request to Advertise (RTA) for Covered Services**

County departments shall request general construction services under Florida Statutes, Section 255.20, applicable County ordinances, resolutions and administrative orders. General construction services, valued up to \$5 million, shall be procured through the MCC, without an RTA. ISD may identify other opportunities for continuing contract services to address the needs of the client departments when in the County's best interest. When general construction services are required in excess of the above-mentioned threshold, the client departments shall:

1. Develop a draft RTA based on the project and associated sites, pursuant to the County's Capital Budget and Multi-Year Plan, or the funding authority and approval allocated for the project;
2. Pursuant to Section 2-10.4 of the Code, submit project's relevant data for SBD's consideration to establish contract measures or set aside as deemed appropriate;
3. Finalize the RTA and forward it to the OMB to certify funding availability;
4. Upon certification from OMB that funding is available, and establishment of project goals by SBD, the client department shall prepare a complete package, along with a detailed scope of work and submit to the client department's director for approval. Scope of services may differ significantly based on the nature and complexity of the desired construction contract.
5. Approval by the County Mayor or County Mayor's designee shall constitute concurrent approval of the measures established by SBD. Upon receipt of approval, the client department shall file the RTA with the Clerk of the Board.

**Client Departments shall:**

1. Include a "Termination For Convenience" clause in the bid specifications and contract document.
2. Utilize the standard bid specifications and contract documents, which include a clause indicating the County Mayor may negotiate and settle contractor claims, issue change orders for additional work and amend/modify PSAs, which do not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and do not exceed fifteen percent (15%) of the contract price in the cumulative percentage amount or the criteria established in Section 2-8.2.7 of the Code of Miami-Dade County, as amended.

3. Ensure that all contingency and allowance accounts conform to the requirements of the Code, Section 2-8.1(h) as amended.
4. Notify SBD and ISD of changes in scope of work subsequent to approved application of a small business enterprise (SBE) measure and prior to advertisement. SBD shall review the change and determine whether the contract requires further review to reconsider the assigned SBE measure.
5. Notify SBD and ISD of any contract advertisement dates that are in excess of one hundred and twenty (120) days of the initial review and approval of SBE measure allowing SBD to identify any changes in availability. After six (6) months, all contracts should be resubmitted to SBD to establish current availability.

### **Construction Contract Award**

1. Upon opening of bids, the client department shall obtain verification of contractor compliance with the SBE-CONST program, prepare the CAR with the selected bidder, and forward it to OMB for certification of funds availability.
2. If the contract award recommendation amount differs from the client department's estimated cost provided in the RTA by more than ten (10%) percent (above or below estimate), the client department shall justify the variance in the Project Memorandum. Larger variances shall require additional explanation and support including a statement from the design engineer or architect.
3. Once funding is approved, the client department shall prepare a package including the Award Recommendation, the SBD Compliance Review Report, the Bid Tabulation, the SBD Project Worksheet, the OMB approval, the Project Memorandum with the approval of the County's Attorney's Office as to legal sufficiency, and any other relevant documentation. The complete package shall be submitted to the County Mayor's Office for review and further processing before scheduling the CAR for inclusion on the committee and Board agendas.
4. ISD shall review the package and submit a recommendation to the County Mayor's Office for final review and approval.
5. Upon approval by the County Mayor or County Mayor's designee of the award recommendation, ISD shall file the documents with the Clerk of the Board and forward a copy to the client department to notify all firms of the award recommendation for the project and proceed with the contract award. The award recommendation shall not constitute an executed contract until approved by the Board or executed by the County Mayor under the authority granted by the Board.

6. If a protest is filed with the Clerk of the Board within three (3) calendar days of filing the documents approved by the County Mayor, existing procedures for processing bid protests shall govern. The filing of a protest nullifies the County Mayor's approval and requires the client department prepare and submit a formal Board Agenda item unless the Hearing Examiner concurs with the County Mayor's recommendation.
7. Upon expiration of the bid protest period without a bid protest being filed, the client department shall proceed with the execution of the contract. The client department shall forward a copy of the executed contract package to ISD for the County Mayor's execution.
8. If the project is listed on the ESP list of approved project, or was advertised pursuant to Section 2-8.2.7 of the Code of Miami-Dade County or any other expedited ordinance, ISD shall prepare a Project Ratification List on a quarterly basis and present it to the appropriate committee for approval and subsequent submission to the Board for ratification.
9. In the event that all bids are rejected, the client department shall prepare a Request to Reject all Bids and Authorization to Re-Advertise for Bids, including detailed justification for rejection of all bids and the rationale to re-advertise without modifying original specifications. If the reason for rejection is related to the allotted budget for the particular project, the client department should demonstrate changes that would affect pricing.
10. The client department shall forward the Request to Reject all Bids to OMB for approval and once approved, shall submit documentation to SBD to initiate the re-advertising process following the procedures outlined in this IO.

#### **Execution of Contract Options**

If options to extend or increase funding are provided for in the contract, the client department may recommend exercising the contract option as follows:

1. The client department shall prepare the amendment identifying the specific contract and options being executed. The amendment must be signed by the contractor, reviewed and approved by the County Attorney's Office as to legal sufficiency, then submitted to ISD for further processing. If the contract option being executed involves an increase of the contract amount, the client department shall obtain an Increase Rider and an Executed Payment and Performance Bond and submit these forms to ISD along with the amendment.

2. ISD shall review the documentation and submit a recommendation to the County Mayor's Office for final review and approval.
3. Upon approval by the County Mayor, ISD shall file the documents with the Clerk of the Board and forward a copy to the client department.

**B. Unanticipated Funded Capital Repair and Rehabilitation Projects**

Unanticipated funded capital projects not specified in the Annual Proposed Capital Budget and Multi-Year Capital Plan for fiscal year 1999-2000, or subsequent fiscal years may be included in the expedite process by approval of a resolution by the Board. Upon Board approval, the process shall be as follows:

1. The client department shall submit the project to OMB for approval of funding source and level of funding intended for use on the project.
2. The client department shall prepare the resolution and accompanying documentation for Board approval to process the project(s) under the ESP or any other current expedite ordinance(s), as applicable.
3. Upon Board approval of the resolution, the project may proceed in accordance with the procedures outlined in this IO.

**C. Alternative Methods of Acquiring Construction Contracts**

**1. Miscellaneous Construction Contracts (MCC)**

MCCs are developed to obtain competitive, cost-effective, quality construction services for miscellaneous and emergency construction projects, within specified parameters as approved by the Board of County Commissioners. County departments and agencies participating in this type of contract are required to maintain licensed, well-trained, knowledgeable staff to manage these construction activities, unless exempted by the County Mayor. The County Mayor shall ensure that MCCs are utilized as approved by the Board and that work assigned under this type of contract, is fairly and competitively awarded to the targeted business sector. ISD shall implement procedures for MCCs based on, but not limited to, the following criteria:

- a. Each qualified contractor shall submit an application based on the criteria established for each MCC solicitation.
- b. Participating contractors are required to register with the Miami-Dade County Internal Services Department.
- c. A business owner, alone or as a member of a group, shall own or control only one company affiliated in a MCC.
- d. An individual qualifying agent can only qualify one (1) company pursuant to the respective Licensing Governing Boards of Miami-Dade County.



- e. Contractors shall submit and maintain insurance policies as stated in the contract and approved by the General Services Administration, Risk Management Division.
- f. Contractors shall submit all applicable executed responsibility affidavits as required by the County.

Upon qualifying to participate in a Miscellaneous Construction Contract, the contractor shall be listed in all of the trade categories for which the contractor is licensed and certified to perform.

#### **MCC Request for Price Quotation (RPQ)**

- a. The client department shall submit the RPQ including a detailed scope of work, required trade qualifications and project cost estimate to ISD.
- b. ISD shall review the RPQ and the noted trade category required for the scope of work, as well as any sub-trade categories or specialty requirements that may be needed to complete the scope of work. Based on the constraints of the specific MCC to be accessed, ISD shall provide the client department a list of eligible participating contractors.
- c. The client department shall review the qualifications of the available contractors and invite all firms provided by ISD as qualified contractors to participate in the invitation to bid.
- d. If the client department determines that the available contractors are not qualified to perform the services, the client department shall provide to ISD a written explanation for the disqualification for the particular RPQ. The client department shall request from ISD additional contractors to invite to bid.
- e. Upon the client department's acknowledgement of the lowest responsive, responsible bidder, a recommended Bid Award and Notice to Proceed and the names of the prime contractor and any subcontractor(s) shall be forwarded to ISD. If a contractor is certified in all of the required trade categories, it may perform the required services with its own work force.
- f. Upon the client department's recommendation of an award, a copy of the award letter shall be forwarded to ISD.
- g. Upon completion of the project and submittal of final payment request, the client department shall forward the certificate of completion and completed performance evaluation to ISD.
- h. In the event that any project shall be cancelled or changed, the client department shall forward such notification to ISD.
- i. The client department shall immediately notify ISD and forward a copy of any notice to cure, notice of non-payment, breach of

contract or any other adverse condition or delinquency notification issued to or by a contractor.

2. **Design-Build** [Refer to SECTION II, H, 3 of this Implementation Order]
3. **Construction Manager-at-Risk** [Refer to SECTION II, H, 4 of this Implementation Order]

## **SECTION IV - CHANGE ORDERS AND PSA AMENDMENTS/MODIFICATIONS**

### **SCOPE:**

This section establishes the procedures for client departments to implement and maintain on a timely basis an internal formalized classifying, tracking, monitoring and reporting system for all change orders or amendments to design and construction projects. Specific construction change order information shall be supplied to SBD and ISD, who shall be responsible for maintaining and integrating this information into a countywide construction award and change order database for quarterly reporting to the County Mayor.

### **PROCEDURE:**

The client department shall prepare a change order for additional work or time extension or an amendment/modification to a PSA, if such authority is specified in the bid specifications or contract, for approval by the County Mayor, subject to Board ratification under a current applicable expedite ordinance(s), for:

1. Compensation for time extensions and contractor claims which shall not exceed five hundred thousand dollars (\$500,000) in cumulative dollar amount and shall not exceed fifteen percent (15%) of the contract price in cumulative percentage amount.
2. Environmental remediation or health requirements in any amount.
3. Reduction of contract scope and contractor compensation.
4. Granting time extensions without compensation or waiver of liquidated damages.

### **A. Change Orders and Amendments/Modifications**

1. The client department shall prepare a package including the change order, amendment or modification form or electronic facsimile with the appropriate approvals from SBD, OMB and the County Attorney's Office, the change order or amendment/modification memorandum, and the following exhibits: Exhibit "A" SBD Firm History Report, Exhibit "B" Summary of Bids, and Exhibit "C" Detail of Contingency and Contract Usage. The package shall be submitted to ISD for review and further processing.
2. Time-only change orders and amendments that do not include a request for increase of the original contract amount, for projects awarded under a

current applicable expedite ordinance(s), will be processed for approval by the County Mayor or County Mayor's designee.

3. ISD shall review the package and submit a recommendation to the County Mayor's Office for final review and approval. If the County Mayor determines that, based on ISD's recommendation, the change order, amendment or modification is not eligible to be processed under a current applicable expedite ordinance(s), or deems it controversial or holding a special interest to the Board, the documents shall be returned to the client department for processing as a regular Board agenda item.
4. Upon approval by the County Mayor, ISD shall file the documents with the Clerk of the Board and forward a copy to the client department.
5. ISD shall prepare a Project Ratification List under a current applicable expedite ordinance(s), and present it on a quarterly basis, to the appropriate committee for approval and subsequent submission to the Board for ratification.

#### **B. Change Order Memorandum Requirements**

Change Order Memorandum requirements shall include, but not be limited to, the following:

1. The original cost estimate for the construction of the project.
2. A copy of the original Bid Tabulation for all bids received for the contract.
3. The time impact to the contract period (in days).
4. The cost impact to the contract value.
5. The classification of the type of change order in at least one of the following categories (multiple classifications are allowed):
  - a. **Regulatory Change:** change caused by revisions in federal, state or local regulations after contract award.
  - b. **Other Agency Requested Change:** change requested by other county, state or federal agency.
  - c. **Design Errors Change:** change caused by design errors on the part of the architect or engineer. The identity of the party believed to be responsible for the design error shall be stated.
  - d. **Design Omission Change:** change to include items necessary for the project that were inadvertently not included in the contract. This type of change differs from Design Errors Change, in that the County would have paid for such items if included in the original bid. The identity of the party believed to be responsible for the design omission shall be stated.
  - e. **County Requested Change:** change caused by revision in the County's programmatic requirements, operational requirements, or occupancy schedule after contract award.

- f. **Unforeseen or Unforeseeable Change:** change such as differing sub-soil conditions, variation in location of hidden or underground utilities, unforeseeable environmental requirements or unavailability of specified product(s) due to manufacturer's discontinuance.
- g. **Force Majeure:** an unexpected or uncontrollable event.
  - 1. Cost Overruns or Underruns: a final balancing change order of those costs, which exceed or fall below the estimated contract amount.
  - 2. The change order number (i.e., Change Order No. 1).
  - 3. The word 'Final' when applicable (i.e., Change Order No. 2 and Final).
  - 4. The history of previous change order requests to the contract.
  - 5. Indication of the timely submittal by the contractor. If the change order was not timely submitted, the following statement should be included in the County Mayor's memorandum: "The contractor did not submit this claim during the time provided in the contract for making claims. The Board of County Commissioners has no legal obligation to consider this claim."
  - 6. The status of the allowance account including the original amount, any increases or decreases and the current balance.

This Implementation Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

As authorized by County Charter Article 5, Section 5.02, these revisions to the IO shall be effective as of \_\_\_\_\_, 2016.

Carlos A. Gimenez, Mayor