

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No. **N/A**

Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition/Project No: RQID1500056 **TERM OF CONTRACT:** 2 years with 2 ONE-year options-to-renew

Requisition/Project Title: FINANCIAL AND PUBLIC PRIVATE PARTNERSHIP ADVISORY (P-3) SERVICES

Description: Financial and Public Private Partnership Advisory (P-3) services to assist the County in its endeavor to develop court and jail facilities in Miami-Dade County.

User Department(s): Finance

Issuing Department: ISD-PMS

Contact Person: Andrew Zawoyski, CPPO

Phone: 305-375-5663

Estimated Revenues: \$1,000,000. **Funding Source:** Proprietary Fees - FNBABONDADM

REVENUE GENERATING: No

ANALYSIS

| | | | |
|--|-----------------|----------------------------|----------------------------|
| Commodity/Service No: 94-648 | | SIC: | |
| Trade/Commodity/Service Opportunities | | | |
| Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History | | | |
| | EXISTING | 2ND YEAR | 3RD YEAR |
| Contractor: | | | |
| Small Business Enterprise: | | | |
| Contract Value: | | | |
| Comments: | | | |
| Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |

RECOMMENDATIONS

| SBE | Set-Aside | Sub-Contractor Goal | Bid Preference | Selection Factor |
|-----|-----------|---------------------|----------------|------------------|
| | | % | | |
| | | % | | |
| | | % | | |
| | | % | | |

Basis of Recommendation:

Signed: *Andrew Zawoyski, CPPO*

Date to SBD: 2-23-15

Date Returned to DPM: _____

2.0 SCOPE OF SERVICES

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County _____ Department, is soliciting proposals for Financial and Public Private Partnership Advisory (P-3) services to assist the County in its endeavor to develop court and jail facilities in Miami-Dade County. It is the intent of the County to review and analyze court/jail facility(ies) project delivery methods, for the development by an entity that provides financing, design, construction, maintenance and operations of such facility(ies). The selected proposer shall provide financial advisor and P-3 consulting services normally associated with the acquisition of projects through public, private partnerships. It is anticipated that the County will utilize a two-step procurement process to obtain responses/proposals for the P-3 development project; which will include a request for qualifications followed by a request for proposals. The selected consultant will assist the County in the preparation of documents, market research, analysis of County assets, review of any responses received, providing related benchmarks, project cost comparisons/normalizations, financing options, financial reviews, assessment of project risks, assist the County in any negotiations and contract preparation, presentation of any recommendations to County senior staff, Mayor's Office and Board of County Commissioners.

Work Requirements:

1) Phase 1 – Planning

Assist County staff to review goals and objectives, project feasibility, related benchmark criteria for potential success of project, solicitation documents, responses sought from marketplace, evaluation criteria, terms and conditions of the proposed agreements and provide input on all related matters. Analyze financing and funding alternatives to improve financial marketability of the project. Review and report on the feasibility of using new or innovative financing techniques.

2) Phase 2 – Solicitations

Assist County staff during solicitation period to prepare for pre-submittal conferences, attend pre-submittal conferences, review responses prepared by County staff to questions submitted by interested parties, assist in preparing responses. The County will be engaged in a two-step process, which will include a request for qualifications followed by a second step which includes a request for proposals for those selected onto a "short list".

3) Phase 3 – Evaluations

Assist County staff during the evaluation stage, which will include review of proposals received from interested parties for request for qualifications/proposals; assist in review of agenda and questions for oral presentations/discussions with proposers prepared by County staff, provide analysis of proposals received including total project life-cycle costs, project cost comparisons to traditional delivery and financing options, project risk assessment and allocations, utility and energy conservation analyses, operations and maintenance analyses, and provide related benchmark information to evaluation/selection committee members. Provide cost effectiveness and feasibility studies to evaluate project delivery alternatives. Assist with developing or reviewing finance plans or financial models. Assist with public sector comparator and value for money analyses. Aid in the development of stakeholder presentations. Assist with project financial evaluations such as value of money, net present value and internal rate of return calculations. Provide financial advice regarding market conditions and trends, financial products, third party alternative financing and special facility financing, and advising County of market developments and financing techniques.

4) Phase 4 – Negotiations

Assist County staff during negotiation stage, which will include negotiation strategies and negotiation of agreements.

5) Phase 5 – Award Process

Assist in bringing Project to financial and commercial close. Assist County in preparation of award package to Board of County Commissioners, prepare presentations with findings to senior staff and to Board as may be necessary.

7) Additional Services

Provide expertise with public and private funding and financing partners and instruments, including e.g. private activity bonds, private equity, taxable bonds, private bank financing and tax issues. The Financial Advisor agrees to execute all computer access agreements and required forms that will be necessary to allow the Financial Advisor access to the County's network and information resources as may be necessary for work to be performed hereunder.

8) Deliverables

Provide monthly reports which shall summarize activities accomplished, services performed, any problems encountered, solutions/proposed solutions and details of Contractor's staff hours utilized during the month as well as the cumulative amount for the Project.

9) Invoices

The Financial Advisor shall submit to the County at the end of each month an Invoice for services performed. The invoice shall reference the Project, date(s) services provided, details of fees and any expenses, and a total invoice amount. The monthly progress reports shall be the basis for evaluation and processing of invoices for payment, so they must be received with or before the corresponding invoices, or the Invoices will be rejected. Upon approval and acceptance of the invoiced services and deliverables, the County's Project Manager shall recommend payment for further processing by the County.

10) Payment

The Financial Advisor shall be paid up to the Lump Sum or Maximum Amount for the Project. Payment shall be made at the hourly billing rates as approved by the County and incorporated into any agreement issued as a result of his solicitation. The Financial Advisor will actively maintain balances and ensure sufficient funds remain to complete the Project. The hourly billing rates shall include the costs of salaries, overhead, fringe benefits, operating margin and any out of pocket expenses. The invoice shall include documentation of hours provided and itemization of work performed.

11) SEC Municipal Advisor

It is understood and agreed that Contractor is not registered with the SEC as a municipal advisor and that County is not asking Contractor to provide, and Contractor will not provide, any services to County which would require registration as a municipal advisor, including but not limited to advice with respect to municipal financial products or the issuance of municipal securities. Accordingly, Contractor will not make recommendations relating to municipal financial products or the issuance of municipal securities, and Contractor will not owe a fiduciary duty to County under Section 15B of the Securities Exchange Act of 1934. County represents to Contractor that if County desires municipal advisor services in connection with or related to the subject matter of this engagement, it will obtain such services from another party.