

# Memorandum

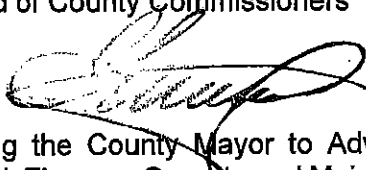
MIAMI-DADE  
COUNTY

**Date:** September 4, 2019

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

Agenda Item No. 8(F)(4)

**From:** Carlos A. Gimenez  
Mayor



**Subject:** Resolution Authorizing the County Mayor to Advertise Request for Proposal No. 01353 to Design, Build, Finance, Operate and Maintain a Rapid Mass Transit Solution along the Beach Corridor Trunk Line of the County's Strategic Miami Area Rapid Transit Plan (SMART Plan) Intended to Connect the Downtown Miami/Overtown (Mainland) Area to the South Beach Area (Miami Beach)

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the advertisement of Request for Proposal (RFP) No. 01353 for 180 days, in substantially the form attached hereto, for the same project purpose as an unsolicited proposal which the County received to design, build, finance, operate and maintain a rapid transit system along the Beach Corridor Trunk Line connecting the Downtown Miami/Overtown area to the South Beach area (the Project). The advertisement of the RFP will move the County closer to meeting the critical need for an efficient and reliable mass transportation connection between Downtown Miami and Miami Beach.

The solicitation anticipates two agreements between the County and the selected proposer (Concessionaire) including:

1. An Interim Agreement, covering a period of 18-24 months, during which time the Concessionaire will perform pre-development activities and have the exclusive right to negotiate with the County for the delivery of the Project; and
2. A final Project Agreement, governing the Concessionaire's finance, design, construction, operations and maintenance of the Project, and the County's obligation to make availability payments over a 30-year period beginning once the Project is operational (i.e. at substantial completion).

## Background

The County received an unsolicited proposal (the USP) from a consortium of firms identified as the Miami Beach Monorail Consortium (the Consortium) on May 2, 2019 to design, build, finance, operate, and maintain a monorail system between mainland Miami and Miami Beach along the MacArthur Causeway. The County evaluated the USP in accordance with Section 2-8.2.6 of the County Code and determined that the USP was financially viable and offered a transportation solution that is consistent with the SMART Plan.

On July 10, 2019, the Board, via Resolution No. R-161-19, authorized the County Mayor or County Mayor's designee to prepare a competitive solicitation for the same project purpose as the USP. The Board further directed that the solicitation be advertised for 180 days, that the County incorporate input from the Cities of Miami and Miami Beach and the Florida Department of Transportation (FDOT) as key stakeholders of the Project and that the solicitation be approved by the Board prior to advertisement. The Board additionally discussed the need to protect certain national interests such as cyber security and fair international competition.

The Cities of Miami and Miami Beach and FDOT have provided input into the RFP and each will have representatives serving on the RFP's Evaluation Committee. The RFP's technical specifications address cyber security and fair international competition by incorporating federal standards and rules in these areas.

Geographically, the Beach Corridor Trunk Line is the primary east-west portion of the Beach Corridor, a key segment of the County's SMART Plan. This corridor serves both Downtown Miami and Miami Beach, two of the most populated areas in the County. The goal of the solicitation is to engage private sector participation in order to accelerate Project delivery and reduce capital and operating costs of the Project.

The RFP contemplates the delivery of a Downtown Miami/Overtown Multimodal Hub/Transit Station, a City of Miami Beach Multimodal Hub/Transit Station, and a minimum of one maintenance facility to service transit vehicles to be delivered by the Concessionaire as well as other components of the system. At the request of the City of Miami, the RFP also requires the proposers to establish an alignment that will accommodate a future station on Watson Island and to discuss how this option can be incorporated into the Project.

In addition to a monorail as proposed in the USP, there remain alternative rapid transit technologies which could reasonably and successfully fulfill the Project purpose. These include an automated people mover, such as an extension of the MetroMover (an elevated rapid transit system), and a Bus Rapid Transit (BRT) system, which would require a dedicated lane of traffic on the McArthur Causeway. Given the potential of any of these alternatives to fulfill the County's goals, the RFP is open to these technologies as well as others that may meet the technical specifications of the RFP. Finally given the consideration of various technologies, the evaluation of the responses to the RFP will be weighted 60 percent for technical criteria and 40 percent for price considerations.

The resolution also recommends the approval of a local and small business participation plan in lieu of the application of the Local Preference set forth in Section 2-8.5 of the Code of Miami-Dade County, Florida. The local preference provided in Section 2-8.5 is not practical for the RFP and Interim Agreement award because the recommended Concessionaire will likely be a consortium or special purpose entity; this makes the application of the local preference difficult for this Project due to potential future funding source. This RFP, however, requires proposers to submit a local and small business plan that details a proposer's approach to maximize the use of firms in this Project that meet the definition of a local business per Section 2-8.5.

The competitive selection committee for the Project will evaluate each local and small business participation plan in accordance with the RFP, with favorable consideration to be given by the selection committee to those proposals that maximize the incorporation of local and small businesses into the delivery of the Project. This participation plan will include the names and roles of each local and small business firm. The local and small business participation plan will be evaluated and scored as part of the technical criteria.

### **Scope**

The Beach Corridor Trunk Line is located in Commission District 1 and Commission District 5, however, its scope is countywide in nature.

### **Fiscal Impact/Funding Source**

The Funding Source for payments to the Concessionaire under the Interim Agreement, if any, and the Project Agreement will be from funds reserved for the SMART Plan which are identified in the 40-Year People's Transportation Plan (PTP) Pro Forma.

The RFP process will select the top-ranked proposer to negotiate an Interim Agreement that, if recommended by the Mayor, will be brought back to the Board for approval. Under the Interim Agreement, as the terms of the final Project Agreement are developed and negotiated, the

Concessionaire will conduct predevelopment activities, at the direction of the County, such as environmental reviews, geotechnical studies, and structural designs. If the final Project Agreement is successfully negotiated and approved by the Board, the substantial cost of the pre-development work will be factored into the availability payments to be made by the County to the Concessionaire over the duration of the Project Agreement. Payments for Concessionaire work product, in the event that a Project Agreement cannot be reached, may be negotiated as part of the Interim Agreement with the highest ranked Proposer. If so, any such payment terms will be specifically highlighted for the Board's consideration when the Interim Agreement is brought to the Board for approval.

Once a final Project Agreement has been approved by the Board, payments to the Concessionaire will take the form of availability payments, due upon substantial completion of the Project. The County reserves the right to make up-front capital payments, commonly referred to as milestone payments, during construction or at substantial completion. These payments will reduce the total cost of the Project by reducing the availability payments made to the Concessionaire over an anticipated 30-year period after substantial construction.

**Track Record/Monitor**

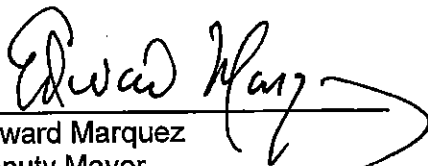
Dawn M. Soper, Director, P3 and Property Development, is the Project Manager on behalf of the Internal Services Department (ISD). Beth Goldsmith is the Chief Negotiator for ISD and will serve as the Competitive Selection Committee Chairperson. Frank Guyamier, Deputy Director, Department of Transportation and Public Works (DTPW), is the Project Manager on behalf of DTPW and serves as the Design Criteria Professional.

**Delegated Authority**

If this item is approved, the County Mayor or County Mayor's designee will have the authority to advertise the solicitation and to exercise all provisions of the solicitation document pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38, including the Mayor's authority to issue addenda as necessary during the period the RFP is advertised. All addenda issued will be described to the Board when the Interim Agreement is brought forward for Board approval.

**Applicable Ordinances and Contract Measures**

- Local and small business measures are not applicable due to possible funding sources.
- The RFP contemplates a Local and Small Business Participation Plan to be evaluated and scored as part of the technical criteria.
- Living and Responsible Wages apply where applicable.

  
Edward Marquez  
Deputy Mayor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** September 4, 2019

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

**SUBJECT:** Agenda Item No. 8(F)(4)

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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) 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. 8(F)(4)  
9-4-19

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ADVERTISE REQUEST FOR PROPOSALS (RFP) NO. 01353 FOR 180 DAYS TO DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN A RAPID MASS TRANSIT SOLUTION ON THE BEACH CORRIDOR TRUNK LINE OF THE COUNTY'S STRATEGIC MIAMI AREA RAPID TRANSIT PLAN (SMART PLAN) CONNECTING THE DOWNTOWN MIAMI/OVERTOWN (MAINLAND) AREA TO THE SOUTH BEACH AREA (MIAMI BEACH); PRESERVING THE COUNTY MAYOR'S DELEGATED AUTHORITY UNDER SECTION 2-8.1 OF THE COUNTY CODE INCLUDING THE AUTHORITY TO ISSUE ADDENDA AS NECESSARY DURING THE ADVERTISEMENT PERIOD; DIRECTING THE COUNTY MAYOR TO INCLUDE IN MEMORANDUM TO THE BOARD RECOMMENDING AWARD DESCRIPTION OF ADDENDA, IF ANY; AND APPROVING A LOCAL AND SMALL BUSINESS PARTICIPATION PLAN SET FORTH IN THE RFP IN LIEU OF APPLICATION OF LOCAL PREFERENCE IN SECTION 2-8.5 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

**Section 1.** This Board authorizes the County Mayor or County Mayor's designee to advertise for 180 days Request for Proposals No. 01353 (the "RFP"), in substantially the form attached to the Mayor's memo hereto as Attachment 1 (including Exhibits 1 through 4) and made a part hereof, to invite proposals from qualified proposers to design, build, finance, operate and

maintain a rapid transit system on the Beach Corridor Trunk Line of the County's Strategic Miami Area Rapid Transit Plan (SMART Plan) connecting the Downtown Miami/Overtown (Mainland) area to the South Beach area (Miami Beach).

**Section 2.** The County Mayor is authorized to exercise all delegated authority under section 2-8.1 of the County Code, including the County Mayor's authority to issue addenda as necessary to address issues that may arise during the period the Request for Proposals is advertised. The County Mayor shall include in the memorandum to the Board recommending award what addenda, if any, were issued.

**Section 3.** This Board approves, pursuant to section 2-8.5 of the County Code, the Local and Small Business Participation Plan set forth in the RFP in lieu of application of the local preference in section 2-8.5. A copy of the solicitation documents with exhibits and attachments including Exhibits 5 through 13, are on file with and available upon request from the Internal Services Department, Strategic Procurement Division.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of September, 2019. 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: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Eduardo W. Gonzalez

# ATTACHMENT 1

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



**REQUEST FOR PROPOSALS (RFP) No. RFP-01353  
FOR  
RAPID MASS TRANSIT SOLUTION FOR THE BEACH CORRIDOR TRUNK LINE**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

\_\_\_\_\_, 2019 at \_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, \_\_\_ Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Strategic Procurement Division  
for  
Department of Transportation and Public Works

**MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:**

Beth Goldsmith, CPPB, Chief Negotiator  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-5683  
E-mail: beth.goldsmith@miamidade.gov

**PROPOSAL DUE DATE:**

~~INSERT DATE AND TIME~~

**IT IS THE POLICY OF MIAMI-DADE COUNTY (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 IMPLEMENTING ORDER 7-7)**



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**1. Solicitation Overview**

**1.1 Introduction / Anticipated Agreement Term**

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Department of Transportation and Public Works, herein after referred to as "DTPW," is soliciting proposals from qualified Proposers to enter into an Interim Agreement, as further described in Section 5.1, to later design, permit, construct/build, finance, manage, operate, and maintain a Rapid Mass Transit Solution on the Beach Corridor Trunk Line of the County's SMART Plan that is intended to connect the Downtown Miami/Overtown (Mainland) area to South Beach under a Project Agreement.

The County anticipates entering into an Interim Agreement, followed by a Project Agreement with a thirty (30) year term following scheduled Substantial Completion, with two (2), 10-year options to renew, at the County's sole discretion. Should the County opt to exercise its option to renew, any payments, fees, or other methods of compensation will be negotiated with the Concessionaire prior to the associated renewal term, and as such, shall not be included in any Proposal.

**1.2 Anticipated Schedule**

Solicitation Issued	
Pre-Proposal Conference	
Deadline for receipt of Request for Participation in Alternative Technical Concept(s) Process	
Alternative Technical Concepts Individual Negotiation Meetings (Up to 90 minutes per Proposer) - Proposer time slots to be assigned by the County at least 2 business days in advance of the meeting	
Alternative Technical Concepts Approval Date	
Deadline for receipt of Pre-Proposal Questions	
Proposal Due Date	
Evaluation Process	
Anticipated Award Date	

**1.3 Definitions**

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Builder" to mean the Team Member that will be responsible for all construction activities related to the Project, including the general contractor and any subcontractors, which are duly authorized to perform this work in the state of Florida. Prequalification with the Florida Department of Transportation will also be required, as applicable.
2. The words "Competitive Selection Committee(s)" to mean the selection committee(s) appointed by the County for purposes of evaluating the Proposals and providing a recommendation in accordance with Section 4.3.
3. The word "Concessionaire" to mean the Proposer that receives any award of any agreement from the County as a result of this Solicitation.
4. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
5. The words "Dedicated Lane" to mean a lane newly constructed as a component of the Project, which cannot be one of the existing lanes of traffic. Personal, motor, and/or other non-Solution vehicles are not permitted in a Dedicated Lane.
6. The word "Designer" to mean the Team Member(s) that will be responsible for all tasks related to the design the Solution, including the following Key Personnel: architect(s), landscape architect(s), engineer(s), and other professionals, that are duly authorized to perform this work in the state of Florida. Prequalification with the Florida Department of Transportation will also be required, as applicable.

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7. The words "Design Life" to mean the period of time during which a Solution component shall work in accordance with the specifications.
8. The words "EASY Card Passholders" to mean those individuals who purchase a pass (physical or electronic such as Easy Pay) from the County to utilize mass transit options provided by the County.
9. The words "Eligible Financial Institution" to mean a bank or financial institution having long-term, unsecured debt ratings of not less than "A/A2" from two of the major national ratings agencies (Fitch Ratings, Moody's Investor Service, and Standard & Poor's Ratings Group).
10. The words "Eligible Security" to mean a bonding surety licensed in the State of Florida, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" rated "A/A2" or higher by at least two nationally recognized rating agencies (Fitch Ratings, Moody's Investor Service, and Standard & Poor's Ratings Group) or rated at least A, Class VII or better according to A.M. Best's Financial Strength Rating and Financial Size.
11. The words "Equity Participant" to mean each member of a Project Team that will contribute shareholders' equity to the Proposer as part of the financing plan for the Project.
12. The word "Finance Team" to mean the Team Member(s) responsible for obtaining financing for the Project.
13. The words "Interim Agreement" to mean the predevelopment agreement entered into by the County and the Concessionaire as further outlined in Section 5.1, which sets the standards and conditions which govern the Project development. A draft Interim Agreement is attached hereto as Exhibit 2.
14. The words "Key Personnel" to mean key employees to be assigned to oversee development of the Project as described in each Proposal.
15. The word "Manufacturer" to mean the Team Member which is the original producer of any of the equipment, hardware, or tangible components of the Solution.
16. The words "Multimodal Hub" to mean the physical location, including any buildings or other structures, at which multiple mass transit modes are available to the public along with additional amenities as specified in the Technical Specifications.
17. The word "Project" to mean the design and construction of the Solution.
18. The words "Project Agreement" to mean the agreement entered into by the County and the Concessionaire, which establishes the terms and conditions which govern the completion of the Project and the provision of Services related to the Solution following scheduled Substantial Completion of the Solution. A term sheet for anticipated contractual language to be included in the Project Agreement is attached hereto as Exhibit 3.
19. The words "Project Team" to mean all the Proposer, Team Members, and any Subcontractors proposed by a Proposer in response to this RFP.
20. The word "Proposal" to mean the properly executed and completed written good faith commitment by the Proposer submitted in response to this Solicitation by a Proposer for the Solution, and as amended or modified through negotiations.
21. The word "Proposer" to mean the firm, corporation, joint venture, partnerships, individual, or other legal entity, as stated on the Proposal Submittal Form complete via BidSync, submitting a proposal to this Solicitation. Such entity must be in existence at the time of Proposal submission. Failure to be legally established may result in a Proposal(s) being deemed non-responsive in accordance with Section 4.1.
22. The words Operations and Maintenance Provider to mean the Team Members that are responsible for the ongoing operation and management component of the Solution following completion of the Project.
23. The words "Solution Scope" to mean Section 3 of this Solicitation, which details the Project and Services required to provide the Solution to the County.
24. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
25. The word "Solution" to mean the all-inclusive sum of all tangible and intangible products and Services to be provided to the County under the Project Agreement awarded as a result of this Solicitation, to include all equipment, components, hardware, infrastructure, design, development, construction/building, financing, management, operation, and any other ancillary items or Services required in order to meet the Solution Scope and Technical Specifications.
26. The words "Strategic Miami Area Rapid Transit Plan" or "SMART Plan" to mean the County's comprehensive program to advance transit operations the following six identified rapid transit corridors: Beach Corridor, East-West Corridor, Kendall Corridor, North Corridor, Northeast Corridor, and South Corridor.
27. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Proposer, who contracts with the Proposer to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Proposer.
28. The words "Substantial Completion" to mean when the Project is sufficiently complete, the vehicles and other equipment are installed and ready to use, certificates of occupancy have been issued for all Multimodal Hub(s) and/or Transit Stations, and operation of the Solution, in accordance with Technical Specifications, can begin.

29. The words "Team Member(s)" to mean each entity set forth in the organizational chart submitted in a Proposal that will perform a lead role in the Project or Services related to the Solution.
30. The words "Technical Specifications" to mean the technical and design criteria package attached hereto as Exhibit 1.
31. The words "Transit Station" to mean a facility where passengers board and alight from the Solution.
32. The words "Trunk Line" to mean the primary east-west portion of the Beach Corridor of the SMART Plan, extending from downtown Miami/Overtown to the South Beach area of the City of Miami-Beach.
33. The words "Work", "Services", or "Program" to mean all matters and things that will be required to be done by the Concessionaire in accordance with the Solution Scope and Technical Specifications, and the terms and conditions of this Solicitation.

## **2. Pre-Proposal Information and Applicable Legislation**

### **2.1 General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all Proposals; accept parts of any and all proposals; further negotiate project scope and fees; 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 process. The County may at any time, and consistent with the requirements of law, request additional information from any or all of the Proposers which the County may determine to be necessary or appropriate to the County's evaluation of the Proposer or any of the Proposals.

All expenses involved with the preparation of a Proposal to the County, or any work performed in connection therewith, shall be borne by the Proposer. All documents and material submitted as a part of the Proposal shall become the County's property upon submission and will not be returned.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the Proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into an agreement on substantially the terms herein. Proposals shall be irrevocable until award of an Interim Agreement unless the Proposal is withdrawn. A Proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the Proposal Due Date, or upon the expiration of 180 calendar days after the opening of proposals.

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

In conducting this Solicitation, the County will comply with all state, federal, and local legislation and mandates. Should additional legislation or mandates come into effect during the any phase of the Solicitation prior to award that would invalidate a Proposal, cause a Proposal to no longer be responsive, or otherwise alter the County's ability to do business with a Proposer, the impacted Proposal may be rejected.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

### **2.2 Pre-Proposal Conference**

A Pre-proposal Conference shall be held at the time and location specified on the Solicitation coverage page unless otherwise changed via an addendum. Attendance is recommended but not mandatory. If a Proposer needs a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email [hjwrig@miamidade.gov](mailto:hjwrig@miamidade.gov) at least five (5) days in advance of the scheduled date.

### **2.3 Electronic Submission of Proposals**

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync prior to the Proposal Due Date indicated in the Solicitation, or as otherwise modified via an addendum. It is the sole responsibility of the Proposer to ensure its Proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic Proposal submissions requires the uploading of electronic attachments, the specifications, including any page or format limitations is specified in the Proposer Information Section of this Solicitation. The submission of attachments containing embedded documents, proprietary file extensions, or PDF files that contain

security or encryption is prohibited due to a systematic limitation in BidSync that may cause documents to be omitted and/or transmitted to the County in an incomplete format. Submitting prohibited formats may result in a Proposal being deemed non-responsive.

All Proposals received and time stamped through the County's third party partner, BidSync, prior to the Proposal Due Date shall be accepted as timely submitted. The circumstances surrounding Proposals received and time stamped after the Proposal Due Date will be evaluated by the Internal Services Department in consultation with the County Attorney's Office to determine whether the Proposal will be accepted as timely. The responsibility for submitting a Proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). **No part of any Proposal can be submitted via HARDCOPY, EMAIL, OR FAX, unless otherwise directed by the Solicitation documents.**

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal Due Date. The County will only consider the latest version of the Proposal.

#### 2.4 Addenda / Request for Information

Requests for additional information or inquiries **pertaining to the Solicitation** must be submitted using the question/answer feature provided by BidSync **prior to the Deadline for Receipt of Questions specified in Section 1.2**. The employees and representatives of the Proposer may not contact any County staff (including members of the Competitive Selection Committee) other than the County Procurement Manager, or their designee, to obtain information on the Project. Such contact with County staff other than the Procurement Manager may result in the Proposer's disqualification.

The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued in BidSync prior to the Proposal Due Date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any written addenda to this Solicitation. Where there appears to be conflict between the Solicitation 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 receipt of addenda in BidSync prior to submitting a Proposal.

#### 2.5 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.

#### 2.6 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended, a "Cone of Silence" is imposed upon each RFP after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs between, among others:

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

The provisions do not apply to, among other communications:

- oral communications with the staff of the Internal Services Department, Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer, or the County Attorney's Office provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions;
- communications in writing at any time with any County employee, official, or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP documents.

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

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

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

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

## **2.8 Key Stakeholders**

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

- Miami-Dade County
- City of Miami
- City of Miami Beach
- Florida Department of Transportation

## **2.9 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **2.10 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or

recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

## 2.11 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Further, Team Members and Key Personnel of a Proposer are precluded from participating, in any capacity, on another Proposer's Project Team for purposes of submitting a Proposal to this Solicitation. Proposers that fail to comply with the prohibition contained in this paragraph may be rejected and disqualified from further evaluation under this Solicitation.

## 2.12 Organizational Conflict of Interest

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

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

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

### 2.12.1 Identification of Organizational Conflict of Interest

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

### 2.12.2 Addressing Organizational Conflicts of Interest

The County will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The County's Internal Services Department Director, with the assistance of such other persons as she

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

### 2.12.3 Measures to Address Organizational Conflicts of Interest

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

### 2.12.4 Documentation and Evaluation

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

### 2.12.5 Organizational Conflicts of Interest which are not Remedied

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

### 2.12.6 County Advisors and Advance Restrictions

The County has retained financial and technical advisors to assist in the development of this RFP, including the following:

- BMO Capital Markets Corp., with its subcontractors IMG Rebel Advisory, Inc. and Planning and Economics Group, Inc.
- WSP Global Inc.

The following firms are participating in the current Beach Corridor Study:

- Parson's Transportation Group, Inc.
- Holt Communications
- E Sciences, Incorporated
- Cambridge Systematics, Inc.
- HBC Engineering Company
- Bermello Ajamil & Partners
- Manny Vera and Associates
- GEOSOL, Inc.
- Southeastern Archaeological Research, Inc.
- Atkins North America

The firms listed in this Section, or any person currently or formerly employed or contracted by those firms with any material responsibility in connection with this Project, are expressly excluded from participation on a Project Team or otherwise performing any Services on the Project or Solution for a Proposer or future Concessionaire. Inclusion of any such person in violation of this restriction may, in the County's sole discretion, result in disqualification of the Proposer. Contact with any such person may constitute a violation of the County's Code of Silence.



## 2.13 Proposal Security

Proposers must submit one or more Proposal security(ies) with Proposal(s) in the aggregate amount of \$5,000,000 (the "Proposal Security"). Proposals submitted without a Proposal Security meeting the requirements of this Section 2.13 will be considered non-responsive.

The Proposal Security must be in the form of an irrevocable letter of credit or surety bond payable substantially in the form set forth on Exhibit 13, and must be issued by an Eligible Financial Institution or Eligible Surety.

By submitting its Proposal, each Proposer understands and agrees that the County shall only be entitled to draw on its Proposal Security in its entirety if any of the following events occurs:

- (a) following notification from the County to the Proposer(s) that such Proposer(s) has been recommended to participate in negotiations in accordance with Section 4.7.
  - (1) the Proposer(s) fails to negotiate the Interim Agreement in good faith as described in Section 4.7; or
  - (2) the Proposer(s) fails to provide the documents as, when, and to the extent required under, or satisfy the conditions set forth in Section 4.7.1.

## 2.14 Florida Sunshine Laws and Submission of Confidential Information

The County, as political subdivision of the State of Florida, is subject to the requirements of the Florida Government in the Sunshine Law, Chapter 286, Florida Statutes, and Chapter 119, Florida Statutes, popularly known as the "Public Record Law." Procurement decisions are often required to be made in public meetings. In addition, the law requires that recordings of certain meetings be made available to the public after the meeting is initially conducted in private. As a result of these requirements, the County may be required to discuss certain contents of the Proposals notwithstanding Proposers' claim to confidentiality or trade secret. As further detailed in the Proposal Submittal Form to be completed in BidSync, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of Proposals, including information submitted as part of the Alternative Technical Concept process outlined in Section 2.15. Proposers hereby release and hold the County harmless from any and all claims, actions, and causes of action which may result from the County's disclosure of any information disclosed to the County as a result of this process. Proposers advised to seek legal advice in connection with these matters.

### 2.14.1 Submission of Confidential Information Protocol

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

To reconcile these requirements, the County will afford confidential treatment to information that is permitted to be submitted as confidential in accordance with the exemptions available under Florida Law, except to the extent that the County, in its sole discretion, through its officers, agents, representatives and elected officials, determine that disclosure of such information is necessary to justify or support the County's procurement recommendation, to address an inquiry in a public meeting, or to defend a challenge brought by one or more of the Proposers in a protest hearing.

To facilitate the submission of confidential information, the County has created a companion submission mechanism in BidSync, identified as RFP-01353-CONFIDENTIAL. Any Proposer wishing to submit portions of their Proposal as confidential must first submit an Alternate Technical Concept (ATC) to the County via the process outlined in Section 2.15 in order to gain the County's approval for such submission. The only information that may be submitted under RFP-01353-CONFIDENTIAL is the information which Proposer is claiming as exempt under Chapter 119 of the Florida Statutes. ONLY INFORMATION APPROVED VIA AN ATC AND SUBMITTED VIA RFP-01353-CONFIDENTIAL SHALL BE HELD AS CONFIDENTIAL. Proposers understand and agree that in order to be eligible for award, it must waive its claim for confidentiality to this extent. All other components of the Proposal must be submitted in accordance with Section 2.3, including the completion and electronic execution of the "WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL" contained within the Proposer Submittal Form provided via BidSync, and the Proposer's submittal of a response to this RFP shall be deemed for all purposes a waiver of a claim to confidentiality to this extent.

## 2.15 Alternative Technical Concepts

The Alternative Technical Concepts (ATC) process allows innovation, flexibility, time and cost savings on the design and construction of Projects while meeting project commitments and while providing the best value for the public. Individual Negotiation Meeting(s) may be held in order for the Proposers to present and describe proposed changes for the Project. Any deviation from the Minimum Technical

Criteria (MTC) that the Proposers seek to obtain approval to utilize prior to Proposal submission is, by definition, an ATC and therefore must be discussed and submitted to the County for consideration through the ATC process. The County may deem a Proposal non-responsive should the Proposer include but fail to present and obtain County approval of their proposed alternatives through the ATC process. The proposed ATC shall provide an approach that is equal to or better than the requirements of the MTC, as determined by the County. ATCs which reduce scope, quality, performance, or reliability shall not be proposed, and if proposed, may be deemed nonresponsive in accordance with Section 4.1. A proposed concept does not meet the definition of an ATC if the concept is contemplated by the MTC. Through the ATC process, Proposers may submit, and the County may consider alternatives to any and all aspects of the Solution not specifically delineated below as requirements that are not to be changed. Such alternatives may be offered to the Technical Specifications (Exhibit 1), the Farebox and Ancillary Revenue (Section 3.5.2), requests for approval of submission of confidential information (Section 2.15.1), exceptions to any clauses or language contained the Draft Interim Agreement (Exhibit 2), and exceptions to any clauses or languages contained in the Project Agreement Terms Sheet (Exhibit 3). Exceptions to the Solicitation not specifically delineated and submitted via the ATC process will not be accepted from any Proposer(s) following the Proposal Due Date, including any Proposer(s) that may be invited to participate in negotiations as outlined in Section 4.7 of the Solicitation. Proposers who submit exceptions or alternate offers in conflict with this Section may be deemed non-responsive. Proposers are to submit ATCs in the format provided in the Alternative Technical Concept Submittal via BidSync in the companion submission mechanism identified as RFP-01353-ATC-SUBMISSION. **No price/cost information shall be provided in an ATC.** ATCs may include information pertaining to financing/cost structure, but dollar figures shall not be included.

The County will keep all ATC submissions and related correspondence confidential prior to the Proposal Due Date outlined in the Solicitation.

### 2.15.1 Individual Negotiation Meetings

The County will provide opportunity for each Proposer to participate in the negotiation meetings (Individual Negotiation Meetings) with appropriate personnel, technical advisors, and representatives from key stakeholders as deemed appropriate by the County. The County may make available County staff from various functional areas to include design and construction, operations and maintenance, information technology, and safety and security, as appropriate. Only one Proposer will meet with the County at a time. The Individual Negotiation Meetings will be held in accordance with Section 286.0113(2)(b)(1) of the Florida Statutes. The County will audio record each Individual Negotiation Meeting and the content of such recordings will not be made publicly available until the after the Proposals submittal date in accordance with Section 119.071(1)(b)(2). Individual Negotiation Meetings will not be public.

The purpose of the Individual Negotiation Meetings is to discuss the ATC proposals, answer questions that the County may have related to the ATC proposal, review other relevant information and when possible establish whether the proposal meets the definition of an ATC thereby requiring the submittal of a formal ATC submittal. At these meetings, the Proposer will have the opportunity to describe and present the proposed changes to supplied basic configurations, Project scope, design criteria, innovative technical solutions and/or construction criteria, for the County's approval.

The Proposer shall provide, by the deadline shown in the Section 1.2, the preliminary list(s) of ATCs to be reviewed and discussed during the Individual Negotiation Meetings. This list may not be inclusive of all ATCs to be discussed but it should be sufficiently comprehensive to allow the County to identify appropriate personnel to participate in the Individual Negotiation Meeting. The County may cancel or reschedule meetings at its sole discretion should the need arise. As a precondition to submitting a final ATC submittal in response to the RFP, the Proposer must have previously submitted the ATC as a draft ATC submittal and discussed such draft ATC submittal(s) with the County at a scheduled Individual Negotiation Meeting. The County shall not approve any final ATC submittal that has not been previously submitted as a draft ATC submittal and discussed at an Individual Negotiation Meeting with the County. Following each Individual Negotiation Meeting, the County will return all handouts back to the Proposer, except one copy to remain in the secure procurement file.

Prior to the conclusion of the Individual Negotiation Meeting, the County will advise the Proposer as to the following related to the ATC(s) discussed during the meeting:

- The ATC(s) meet the criteria established herein as a qualifying ATC; therefore, a County response will be provided in accordance with Section 2.15.2 below.

or

- The ATC(s) does not meet the criteria established herein as a qualifying ATC, as the alternative sought is already allowed or contemplated by the RFP; therefore, an ATC approval is not required.

### **2.15.2 Review and Approval of Alternative Technical Concepts**

After receipt of the final ATC submittal and by the ATC Approval Date established in the Schedule, the County will notify the Proposers, in writing, of the ATCs that the County approved, approved as noted, or rejected such ATC. The County reserves the right to disclose to all Proposers, via an addendum to the RFP, any errors or omissions of the RFP that are identified during the Individual Negotiation Meetings or based upon a previously denied ATC proposal, except to the extent that the County determines, in its sole discretion, such disclosure would reveal confidential or proprietary information of the ATC.

It is the Proposer's responsibility to clearly establish in the ATC how the alternative provides a benefit to the County and identify areas of conflict outlined in the RFP. ATCs are accepted by the County at the County's discretion and the County reserves the right to reject any ATC submitted. All County approvals of ATC submissions are based upon the known impacts on the Project at the time of submission. An addendum issued by the County after ATC approval may have the effect of invalidating an ATC approval. The County reserves the right to require a modification or amendment to a previously approved ATC as a result of changes in the Solicitation issued by an addendum subsequent to the County's initial approval of the ATC. In such instances the County will notify the Proposers which submitted the ATC(s) that are affected.

### **2.15.3 Incorporation of Approved Alternative Technical Concepts**

The Proposer will have the option to include any County Approved ATCs in its Proposal. The cost and financing components proposed must reflect all incorporated ATCs. All approved ATCs that are incorporated into the Proposal(s) must be clearly identified in the Proposal plans and/or roll plots. The Technical Proposal shall also include a listing of all the incorporated, approved ATCs.

### **2.15.4 County Responses at Individual Negotiation Meetings are Non-Binding**

To facilitate free and open discussion at the Individual Negotiation Meetings, Proposers should note that any comments provided by or on behalf of the County during any Individual Negotiation Meeting, including any particular matter raised by a Proposer or which is included in any documents or information provided by a Proposer prior to or during any Individual Negotiation Meeting, and any positive or negative views, encouragement, or endorsements expressed by or on behalf of the County during any Individual Negotiation Meeting to anything said or provided by Proposer, will not in any way bind the County or the Competitive Selection Committee and will not be deemed or considered to be an indication of a preference by the County, even if adopted by the Proposer. Proposers must rely upon the final version of the RFP, any addenda amending the final version of the RFP, and approved ATC by the County to a specific Proposer.

### **2.16 Proposal Submittal Requirements**

In response to this Solicitation, Proposers should complete and return the entire Proposal Submission Package, inclusive of all items outlined in Section 6.0. Responses to this RFP shall not refer to, or incorporate by reference, any prior solicited or unsolicited submittals to the County. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described in Section 2.3 and Section 2.14.1, as applicable, via the BidSync system, including the completion and electronic execution of the "WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL" contained within the Proposer Submittal Form provided via BidSync. The requirement to submit an entire Proposal applies to all Proposers, including entities that may have submitted an unsolicited proposal. Proposals shall be written in sufficient detail and in the manner prescribed in the Proposal Submission Package, including the format outlined therein, to permit the County to conduct a meaningful evaluation of Proposals. Overly elaborate proposals are not requested or desired.

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

### **2.17 Federal Compliance**

Miami-Dade County receives federal financial assistance each year through the Federal Transit Administration (FTA) State of Good Repair grants program (Chapter 53 Section 5337). As such:

- Only Proposals that certify that Solutions comply with House Bill 5515, National Defense Authorization Act for Fiscal Year 2019 for the perpetuity of the term of any agreement awarded as a result of this Solicitation and will not infringe on Miami-Dade County's eligibility to continue receiving federal financial assistance will be deemed responsive.
- Only Proposals that certify that the rolling stock provided as part of the Solution complies with the requirements of House Bill 2500 (116th Congress) and its successor bills and/or its final version adopted into law for the perpetuity of the term of any agreement awarded as a result of this Solicitation and will not infringe on Miami-Dade County's eligibility to continue receiving federal financial assistance through the State of Good Repair Grants program, will be deemed responsive.

### 3. SOLUTION SCOPE

#### 3.1 Background

The Beach Corridor is the east-west segment of the SMART Plan that traverses Biscayne Bay, connecting the Central Business District in the City of Miami and the City of Miami Beach. Numerous County-commissioned studies have identified a need for a mass transit solution along this corridor since as early as 1988, and have identified the MacArthur Causeway as the optimal route to alleviate traffic, improve connectivity, and obtain the best possible value. Both the Central Business District and Miami Beach have been subject to rapid population growth that is expected to continue on an upward trajectory, growing 75% by 2035, with an expected County-wide increase of 31% by 2035. Both the County and the areas to be primarily serviced by the Beach Corridor are also undergoing increasing growth in business development and tourism. The strain of this growth on the County's transportation system is palpable, particularly on the MacArthur Causeway, which recently received an "F" traffic rating in a report by a City of Miami Beach external consultant.

A mode of rapid transit connecting the Central Business District to Miami Beach, and its integration with other modes of transportation, is critical to achieving the overarching goals of the SMART Plan—to connect the County's urban centers; improve mobility, decrease reliance on private vehicles, and as a result, enhance the standard of living for County residents.

A study of the Beach Corridor is currently underway. Various transit modes are currently being considered for the Beach Corridor Trunk Line (elevated Automated People Mover, elevated Monorail, elevated Light Rail, and at-grade Bus Rapid Transit in new dedicated lanes). Though not included in the scope of this Solicitation, the Beach Corridor Study is also contemplating an extension to the Design District/Mid-Town/Wynwood area (options include extending the existing Metromover or at-grade Light Rail with a grade separated crossing at the FEC Rail ROW) and a potential extension to the Miami Beach Convention Center via an at-grade circulator (dedicated lanes either for trolleys or light rail). Further information regarding the Beach Corridor can be found at the following link:

<https://www8.miamidade.gov/global/transportation/smart-plan/beach-corridor.page>

#### 3.2 Project Objectives/Scope

The Beach Corridor is a critical segment of the County's SMART Plan, serving both Downtown Miami and Miami Beach, two of the most densely-populated areas in the County. Due to the critical need for an efficient and reliable mass transportation between Downtown Miami and Miami Beach, the County is seeking to engage private sector participation in order to accelerate Project delivery and reduce capital and operating costs to the County. The County anticipates that private sector innovation in improvement and management will assist the County in meeting both growth and changes in transportation demand, as well as provide budget certainty. To meet these objectives, DTPW is seeking a Proposer to design, permit, construct/build, finance, operate and maintain full turn-key services for a Rapid Mass Transit Solution for the Beach Corridor Trunk Line of the County's SMART Plan, connecting the Downtown/Overtown (Mainland) area and South Beach.

The County is seeking a Multimodal Hub of the Project to be built on the mainland that must be in close proximity to or connect to either Metrorail or Metromover, and major bus routes that feed into the Solution. The County will consider the following elevated technologies: monorail, light rail, and automated people mover. The County will consider the following at-grade technology: bus rapid transit (BRT) in a Dedicated Lane. Additionally, the County will consider other technologies that are capable of meeting the Technical Specifications, as applicable, via the ATC process outlined in Section 2.15. The Technical Specifications for the Solution are attached hereto as Exhibit 1. The Project timeline shall not exceed 4 years from the expiration of the Interim Agreement. Proposers must comply with any and all areas of the Technical Specification that are applicable to their proposed Solution. The County will consider ATCs in accordance with the process outlined in Section 2.15.

### 3.3 Fare Restrictions

Proposers shall not charge any additional fees or fares to monthly or weekly EASY Card Passholders for the use of the Solution. It is anticipated that an escalation process will be negotiated as part of the Project Agreement. For the purposes of the RFP, the escalation should be assumed to be 2.00%.

### 3.4 Land Availability/Acquisition

It is anticipated that the majority of the Solution will be located within the Florida Department of Transportation (FDOT) right-of-way of MacArthur Causeway and 5th Street, with a sliver of private land, which will be obtained by the County during the term of the Interim Agreement, required at the south side of MacArthur Causeway, west of the Alton Road intersection. If any other private or non-public right of way land is required for the Solution, the acquisition of such land shall be the responsibility of the selected Proposer, at its sole expense. The County, at its sole discretion, may facilitate land acquisition through Eminent Domain with the Proposer bearing all costs, including the cost of County Personnel.

Additionally, the selected Proposer may be required to obtain submerged land from the County, the City of Miami, the City of Miami Beach, FDOT, and/or the Board of Trustees of the Internal Improvement Trust Fund in order to complete the Project. The acquisition of any submerged land and any approvals required from the entity having jurisdiction shall be the sole responsibility of the selected Proposer, at its sole expense.

### 3.5 Financing Structure and Source of Funding

#### 3.5.1 Milestone and Availability Payments

To facilitate all Proposers being evaluated on a common structure, Proposers shall assume a Project Agreement whereby the selected Proposer finances and/or funds all of the Work and Services with respect to the Solution and the Proposer receives monthly availability payments beginning upon Substantial Completion for the term of the Project Agreement as further defined below.

- (a) No milestone payments shall be assumed for Proposals. The County reserves the right to negotiate a milestone payment(s) to be paid during construction and/or at Substantial Completion with the selected Proposer. Such payments and impact to availability payments will be negotiated and during the Interim Agreement period.
- (b) Monthly availability payments to be paid to the selected Proposer as set forth in the Project Agreement. The availability payment will be composed of two components:
  - a. A Capital Charge that shall be a fixed payment not subject to escalation; and,
  - b. A Facility Management Charge that shall be a variable payment subject to escalation based on CPI-U. In Proposals, Proposers shall assume escalation to be 3.00% for the purposes of the Proposal.
- (c) Availability payments will be paid monthly in arrears. Pursuant to the Project Agreement, the County will covenant to budget and appropriate availability payments. The County may seek funding from any funding source it deems appropriate to fund the one time milestone and availability payments, including but not limited to state or federal funding.
- (d) The County may assess deductions to availability payments during the term of the Project Agreement. The deduction mechanism for the Project, which will be described in detail in the Project Agreement, will include a deduction for 1) quality and service failures and for 2) availability failures. The deduction will be made from the monthly availability payment. Deductions will not roll-over to the next month. Availability deductions will be based on a Monthly Operations Performance Factor ("MOPF"). The MOPF will be calculated to provide a percentage of total monthly scheduled trips that are on-time trips. Trips that will be deemed not on-time trips will include vehicles that are late arriving at a station, vehicles that are late leaving a station, short vehicles, incomplete trips, and missed trips. The factors will be adjusted for variances in headway during rush hour and non-rush hour periods. Adjustments will also be made for reduced service due to scheduled maintenance and for unplanned down-time where alternate (bus) service is provided. MOPF of [.960] or higher will receive no monthly deductions and a MOPF of [.450] or lower will receive 100% of the possible deduction. Deductions within these bounds will reflect other comparable North American transit project agreements. Quality and service deductions will be based on minor, medium, and major definitions of severity. Each event will be associated with a requirement in the operating performance specifications. This would include events like cleaning failures, reporting failures, and safety failures. Medium events will attract twice the deduction amount of minor failures and major events will attract ten times the deduction amount of minor failures.

ATCs to this financial structure will not be considered by the County for purposes of evaluating and selecting a Proposer. However, the County is interested in feedback from Proposers regarding preferred financing structures and terms. As such, Proposers may provide information to the County in response to Form B-1 of the Proposer Information Section. Such information will **NOT BE SCORED** as part of the evaluation process.

### 3.5.2 Farebox and Ancillary Revenues

In addition to the availability payments outlined above, the Proposers shall comply with Section 3.3 for collection of fares. In no event shall the County provide any ridership guarantee. For avoidance of doubt, the Proposer shall not be entitled to collect fares or ride fees of any kind from weekly or monthly EASY Card Passholders.

The Proposer is entitled to revenue from other types of the following ancillary revenues, including: food and beverage and other retail sales, naming rights, and digital or any other form of advertising. The Proposer shall not be entitled to forms of revenue including those related to all forms of utilities, cell phone towers, dark fiber, and real property interests on public property.

In response to this RFP, for revenues not specifically addressed above, such as other or ancillary revenue, Proposers may submit alternatives to the County as an ATC in accordance with the process outlined in Section 2.15.

### 3.5.3 Price Adjustments

Since some design, environmental, technology and other elements of the Project will be determined based upon the Solution selected by the County, the exact scope of the ultimate Project cannot be determined at this time. These issues are expected to be resolved during the term of the Interim Agreement. If the Concessionaire concludes that Project costs have to change as a result of new information during the term of the Interim Agreement and the County agrees that these cost increases are reasonable, then the County will employ the following method to reflect these changes:

- The County will use the Interim Agreement Price Adjustment Matrix as shown in Form A-3 in the Proposer Information Section whenever possible. Values that are between the levels shown in the matrix will be subject to a linear interpolation (for example a 15% construction cost increase will be from the average of the 10% and 20% construction cost increase the availability payments in the matrix).
- In rare cases that are too complicated to resolve in this manner, the availability payment will be adjusted by using the financial model of the winning Proposer, subject to the audit protocols established in the Project Agreement.

Financing costs may not change from those specified in the Proposal, except if debt financing is used, the benchmark rate will be adjusted. The AP will not be adjusted for changes in the cost of equity.

### 3.5.4 Payment Schedule

In order for the County to facilitate evaluating Proposals on a common structure, all Proposers shall use July 1, 2025 as the Substantial Completion date.

Should Substantial Completion occur:

- Up to one year later than that date, the initiation of availability payments will be delayed by one year, without any escalation of the milestone or availability payment. In other words, the Proposer will receive on July 1, 2026 the availability payment they would have received on July 1, 2025. If the Proposer finishes later than one year later than July 1, 2025, it will be subject to deductions in the Project agreement including possible termination.
- Up to year earlier than that date, the initial availability payment will be paid up to one year earlier, without any adjustment of the availability payment. In other words, the Proposer will receive on July 1, 2024 the availability payment they would have received on July 1, 2025. If the Proposer finishes earlier than one year earlier than July 1, 2025, the Proposer will not receive availability payments until July 1, 2024.

### 3.6 Financial Responsibility

The County expects the selected Proposer to provide any and all financing required to meet its obligations during the term of the Interim Agreement and the term of the Project Agreement, subject to any cost-sharing terms during the Interim Agreement. The financing may be provided through private debt or equity for the anticipated costs of the Solution, including reasonable reserves to address operation

lifecycle replacement and contingencies. The availability payments and possible milestone payments provided by the County will be secured from a highly-rated credit source including sales taxes or County appropriations as is typical in availability payment transactions. The selected Proposer must have the capacity to finance the Solution from construction, during operations and to the end of the term of the Project Agreement. The selected Proposer must ensure the availability of moneys that will meet Project funding demands.

### 3.7 Disclosed Data

In order to assist Proposers in their development of Proposals, in addition to other information that is publicly available, the County is providing the studies and other analyses set forth in exhibits hereto or which may be issued via addenda (the "Disclosed Data"). It is each Proposer's responsibility to have conducted its own analysis and review of the Project and to have satisfied itself as to the accuracy, completeness and applicability of any Disclosed Data upon which it places reliance in connection with preparation of its Proposal, and to assess all risks related to the Project. Without limiting the selected Proposer's right to claim relief under the terms of the Interim Agreement or Project Agreement, no Proposer shall be entitled to, and agrees not to make, any claim against the County or any of its officers, officials or representatives, whether in contract, tort or otherwise, on the grounds of (a) any misunderstanding or misapprehension in respect of the Disclosed Data, or (b) that incorrect or insufficient information relating to the Disclosed Data was given to it by any person other than the County.

## 4. EVALUATION PROCESS

### 4.1 Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements or any other obligations established herein may result in a Proposal being deemed non-responsive. The County may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation or deviations to mandatory requirements that have not otherwise been modified via an approval ATC as delineated in Section 2.15. To the extent the County determines that a Proposal is not responsive, the County will not be entitled to draw on the relevant Proposer's Proposal Security, and shall promptly return the Proposal Security to the relevant Proposer.

### 4.2 Review of Proposals/Proposers for Responsibility

Following or in conjunction with evaluation of each Proposal for responsiveness, the County will conduct a preliminary responsibility review of each Proposal, Proposer, and Project Team based upon an assessment of each Proposer's Submission Package. The County reserves the discretion to request a Proposer to supplement its Proposal as necessary for the County to make responsibility determinations. Final determination of responsibility shall be made by the Board of County Commissioners. To the extent the County determines that a Proposal is not responsive, the County will not be entitled to draw on the relevant Proposer's Proposal Security, and shall promptly return the Proposal Security to the relevant Proposer.

### 4.3 Evaluation Criteria

Proposals will be evaluated and scored by a quorum of the members of the respective Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee(s) will be comprised of appropriate County personnel and will include representation from the City of Miami, City of Miami Beach, and the Florida Department of Transportation, and others as may be deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of six hundred (600) Technical Criteria points per Competitive Selection Committee member and four hundred (400) Price Criteria points per Competitive Selection Committee member.

Technical Criteria	Points Per Member
Criteria 1: Qualifications and Capabilities: Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 1 through 13 in the Proposer Information Section.	200
Criteria 2: Technical Proposal: Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 14 through 22 in the Proposer Information Section.	125

Criteria 3: Project and Solution Approach Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 23 through 37 in the Proposer Information Section.	125
Criteria 4: Solution Security: Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 38 through 42 in the Proposer Information Section.	50
Criteria 5: Local and Small Business Participation Plan: Evaluation of this criteria shall be based upon Proposer's responses to Question No. 43 in the Proposer Information Section.	50
Criteria 6: Local and Small Business Participation Plan: Evaluation of this criteria shall be based upon Proposer's responses to Question No. 44 in the Proposer Information Section.	50
<b>Price Criteria</b>	
Criteria 1: Proposed Transaction Structure: Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 45 through 50 in the Proposer Information Section.	100
Criteria 2: Proposed Pricing: Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 51 through 52 in the Proposer Information Section.	300

#### 4.4 Oral Presentations

Upon evaluation of the Technical Criteria indicated in Section 4.3, the respective Competitive Selection Committee will conduct an initial round of scoring and ranking of Proposers. The Competitive Selection Committee, in its discretion, may request oral presentation(s) with Proposers in order to gain clarification or additional information. Oral presentations may not be used to materially change or supplement Proposals. Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate and re-score the Technical Criteria of the Proposals remaining in consideration based upon the written Proposal combined with the oral presentation.

#### 4.5 Selection Factor

A Selection Factor is not applicable to this Solicitation.

#### 4.6 Price Evaluation

After the evaluation of the Technical Criteria, and following any oral presentation(s) if requested by the County as described in Section 4.4, the respective Competitive Selection Committee will evaluate the Price Criteria outlined in Section 4.3.

#### 4.7 Negotiations

The Competitive Selection Committee(s) will submit the results of the evaluation identifying the highest ranked Proposer to the County Mayor or designee with its recommendation as to which, if any, of the Proposer(s) should enter into negotiations with the County to establish an Interim Agreement. Based upon the recommendation and other information as deemed appropriate in the County's sole discretion, the County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any. In any event the County engages in negotiations in order to achieve an Interim Agreement, the discussions may include price and conditions attendant to price. Notwithstanding the Financing Structure and Funding Sources outlined in Section 3.5, which has been established for the purposes of evaluation, the County reserves the right to negotiate any pricing terms, including fares, milestone payments, revenues, or other considerations, which the County deems to be in its best interest, and to make any adjustments necessary to comply with applicable collective bargaining agreements. Any Proposer invited to participate in negotiations will be deemed to have failed to engage in good faith negotiations with the County and shall forfeit its Proposal Security if the Proposer fails to attend and actively participate in reasonably scheduled negotiation meetings with the County or insists upon terms or conditions for the Interim Agreement that are materially inconsistent with its Proposal or the requirements of this RFP.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on an Interim Agreement, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until an Interim Agreement acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

##### 4.7.1 Negotiation Documents / Conditions

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)



Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) The Proposer shall provide evidence that indicates that the Proposer has been formed and is qualified to do business in the State of Florida. Such evidence shall include the provision of certificates of good standing or status (or equivalent documentation).

#### 4.8 Contract Award

Any proposed Interim Agreement, resulting from this Solicitation, will be submitted to the County Mayor or designee. The County Mayor or designee will issue a recommendation on the award of the Interim Agreement. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to recommended award. The award, if any, shall be made by the Board of County Commissioners to the Proposer whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### 4.9 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

### 5. AGREEMENT PROCESS

#### 5.1 Agreement Process

The County anticipates entering into an Interim Agreement with the selected Proposer as in initial phase of Contract award. A draft form Interim Agreement is attached as Exhibit 2. Following the successful fulfillment/completion of the Interim Agreement, the County anticipates entering into a comprehensive Project Agreement with the selected Proposer. The selected Proposer that successfully enters into an Interim Agreement with the County shall have the exclusive right to enter into negotiations with the County to achieve a Project Agreement. In addition to setting forth proposed terms, including technical specifications, operational requirements, and handback requirements, for the Project Agreement, the Interim Agreement will provide the framework to (i) develop the material terms of the Project Agreement, (ii) enhance the ability of the County and the selected Proposer(s) to refine and finalize the Project terms, and (iii) establish a productive and interactive working relationship between key stakeholders. However, the Interim Agreement is not intended to be a comprehensive representation of all of the terms and conditions of the Project Agreement.

If a change in law, applicable technical standard, or other force majeure event occurs between the Proposal Due Date and the date of execution of the Interim Agreement, the Proposer will use its best efforts to identify and notify the County of such change in law, applicable technical standard, or other force majeure event prior to such execution so that the County may consider the consequences of such event prior to the date on which the County authorizes the execution and delivery of the Interim Agreement.

The anticipated Project Agreement will, among other things, obligate the selected Proposer to design, build, finance, operate and maintain the Solution for the Beach Corridor, and grant selected Proposer the right to payments pursuant to the financing structure set forth in the Project Agreement. The County shall comply with all applicable collective bargaining or applicable labor agreements in establishing the Project Agreement.

**6. EXHIBITS/ATTACHMENTS**

Exhibit 1	Technical Specifications
Exhibit 2	Draft Interim Agreement
Exhibit 3	Draft Project Agreement Term Sheet
Exhibit 4	Municipal Aspirational Objectives
Exhibit 5	Aerial Cross Section Map: PortMiami Tunnel
Exhibit 6	Plan View Document: PortMiami Tunnel
Exhibit 7	Metrorail Gauge Face Angle Standard
Exhibit 8	Metrorail Fleet Management Plan
Exhibit 9	Facilities Equipment and Maintenance Plan
Exhibit 10	Metromover Fleet Management Plan
Exhibit 11	City of Miami Beach Police Areas Map
Exhibit 12	Payment Card Industry Compliance
Exhibit 13	Proposer Security Form

## Proposal Submission Package:

- Proposer Information Section, Including Forms A-1, A-2, A-3, A-4, A-5, and B-1
- Alternative Technical Concept Submittal, Including Form C-1, Form C-2, and Form C-3
- Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit.

\*Note – The Proposer Information Section and Alternative Concept Submittal Form, including all Forms have been posted to BidSync in the form of fillable Microsoft Word documents.

DRAFT

# **RFP-01353 – Exhibit 1: Technical Specifications**

## **1.1 INTRODUCTION**

This document provides the Technical Specifications, inclusive of the Design Criteria Package and Mandatory Technical Requirements identified herein using the words "shall" or "must", in terms of design, permit, supply, construction, installation, acceptance and qualification testing of the various elements and subsystems of the Solution up to the point of qualifying the Project for the start of revenue service as well as the performance specification for the overall performance requirements of the Solution through the life of the Project Agreement.

## **1.2 ABBREVIATIONS**

ADA	Americans with Disabilities Act
AW0	Vehicle Weight, empty vehicle.
AW2	Vehicle Weight, empty vehicle plus seated and standing passenger load per DTPW Design Criteria.
BRT	Bus Rapid Transit
DTPW	Department of Transportation and Public Works
LRT	Light Rail Transit
PPHPD	passengers per hour per direction
SCADA	Supervisory Control and Data Acquisition
SPFMA	System Performance and Failure Management Analysis

## **1.3 RAPID TRANSIT SYSTEM EXTENSIONS COMPENDIUM OF DESIGN CRITERIA**

The County has established the Rapid Transit System Extensions Compendium of Design Criteria (Design Criteria) to ensure the design of future transit system expansions will seamlessly integrate with the County's existing rapid transit network. The Design Criteria can be found at the following link:

<https://www.miamidade.gov/transit/extensions-compendium-design-criteria.asp>

Nothing contained in these Specifications is intended to replace the Design Criteria, nor to identify every application of the Design Criteria for Proposers. The Design Criteria are intended to provide guidance and operational parameters in the development of the technical aspects of a Proposal as they may apply to the specific transit mode or technology that is proposed. All applicable aspects of the Solution, including the Project and any Work or Services and those items specifically identified in Section 2 of these Technical Specifications, shall be completed in accordance with the Design Criteria.

## **1.4 OPERATION AND MAINTENANCE STANDARDS**

Operations and maintenance included as a component of the Solution, such as vehicle operations and maintenance facility, stations, guideways, and vehicles shall meet the requirements, as applicable to the specific transit mode or technology that is propose, provided in DTPW's Facilities Equipment and Maintenance Plan -January 2019 included as Exhibit 9, Metromover Fleet Management Plan -June 2017 included as Exhibit 10, Metrorail Fleet Management Plan -May 2018 included as Exhibit 8, Metrorail Gauge Face Angle Standard -July 2018 included as Exhibit 7, and track preventative maintenance requirements, where applicable.

# **RFP-01353 – Exhibit 1: Technical Specifications**

## **1.5 PROPOSER RESPONSIBILITIES**

Modification to any third-party infrastructure (highway, traffic signals, public and/or private utilities, street lighting, structures, drainage systems, et al) required for the completion of the Project shall be the responsibility of the selected Proposer. All necessary permits and approvals required to build, operate, and maintain the Solution are the responsibility of the selected Proposer.

## **2 DESIGN CRITERIA PACKAGE**

### **2.1 Rapid Transit Technology Options**

For any of the rapid transit technologies described below, the Multimodal Hub / Transit Station as further described in Section 2.2.2 on Miami Beach should be located as close as possible to the Entertainment District in South Beach while avoiding impacts to designated historic districts (identified as Patrol Area 4 in Exhibit 11).

#### **2.1.1 Elevated Fixed Guideway Technology**

The infrastructure for the elevated fixed guideway technology will include one station at the Downtown Multimodal Hub, Multimodal hub / Transit Station in the City of Miami Beach, along with a minimum of one maintenance facility to service vehicles and other Solution components, all described in further detail below. Elevated fixed guideway technologies across the MacArthur Causeway shall include, and are limited to, automated people mover, monorail, or light rail.

#### **2.1.2 At-Grade Bus Rapid Transit (BRT) Technology**

The infrastructure for the at-grade BRT technology will include one station at the Downtown Multimodal Hub, a Multimodal Hub / Transit Station in the City of Miami Beach, along with a minimum of one maintenance facility to service vehicles and other Solution components, all described in further detail below. Widening of the MacArthur Causeway will be required to create a Dedicated Lane in each direction which will serve as dedicated BRT lanes.

#### **2.1.3 Other Technologies**

For other technologies not specifically delineated above, the infrastructure for the technology will include one station at the Downtown Multimodal Hub, a Multimodal Hub / Transit Station in the City of Miami Beach, along with a minimum of one maintenance facility to service vehicles and other Solution components, all described in further detail below. Other technology must either operate in a Dedicated Lane or in some other manner which shall not exist or interrupt an existing lane of traffic on the MacArthur Causeway.

### **2.2 Facilities**

As an integral corridor within DTPW's regional bus and transit system, the Solution shall provide direct transfers to existing Metrobus (or municipal bus/trolley) and existing MetroRail and/or MetroMover service via Multimodal Hubs or Transit Stations. Proposers should be familiar with Resilient 305 Action 12, "Develop Mobility Hubs in the 305" found at <http://resilient305.com/wp-content/uploads/2019/05/sildeerrs.pdf>. From the Downtown Multimodal Hub, as further outlined in Section 2.2.1 of these Specifications, the Solution shall cross the MacArthur Causeway to a terminus Multimodal Hub or Transit Station, as further outlined in Section 2.2.2 of these Specifications. If a new Multimodal Hub / Transit Station is integrated into an existing station, the Proposer shall maintain the existing station as well. Further, the Solution shall have vertical and horizontal alignment such that a future station can be accommodated on Watson Island. All Multimodal Hubs / Transit Stations shall include the County logo and the logo of any funding partners as applicable. Proposers may also include branding that is compliance with Section 2.18 of these Technical Specifications.

## **RFP-01353 – Exhibit 1: Technical Specifications**

Proposers are permitted to incorporate retail and/or other commercial space into facilities provided as part of the Solution, subject to approval from DTPW, or the entity of jurisdiction.

Multimodal Hubs and Transit Stations shall be designed, constructed, operated and maintained to the highest standard possible to provide transit riders with comfort, convenience and state-of-the art amenities including but not limited to air conditioning, free wi-fi, electric outlets for charging, digital signage, automated annunciation, bathrooms, etc. Station features, entrance/egress points, vertical circulation, bathroom amenities, ticket vending machines (TVM's), security call boxes, CCTV Cameras, bus and transit vehicle information systems (electronic signage) etc. shall be provided and operated to accommodate demand anticipated for the Solution with sufficient capacity to ensure seamless, on-time and reliable transit service and serve as community gathering places and creative placemaking.

### **2.2.1 Downtown Multimodal Hub**

The Downtown Multimodal Hub may be provided in the form of either: 1) an existing DTPW transit facility, provided that modifications shall be completed by the Proposer in order to accommodate the Solution or 2) a new facility that will be built as part of the Proposal. Should a Proposal include option 1, modifications to the existing DTPW transit facilities (stations, transit center, et al) to accommodate the proposed Solution shall be the responsibility of the selected Proposer. Should a Proposal include a new facility under option 2, the Proposer shall be responsible for all costs and aspects of the design and construction of the new facility, including planning, design, environmental analysis, permits, and construction, including right-of-way acquisition of private property. If additional property is required for the Downtown Multimodal Hub, it shall be the Proposer's responsibility to obtain the property. Permits for the utilization of existing public rights-of-way (federal, state, or local) shall be the responsibility of Miami-Dade County. The Proposer will be responsible for operations and maintenance (including repairs) of the facility upon completion.

The Multimodal Hub shall, under option 1, connect to, or under option 2, include a MetroBus facility that provides a minimum of 12 bus bays (accommodating eight (8) 40-ft and four (4) 60-ft buses) including necessary pedestrian and vehicular circulation and access, and be co-located or adjacent to either or both a MetroRail or a MetroMover station(s) (existing or proposed). Additionally, the Multimodal Hub shall, under option 1, connect to, or under option 2, include ancillary facilities that include a climate-controlled driver's lounge for DTPW staff (minimum of 240 sf) with private restroom, attendant/security booth (minimum of 80 sf), several commercial or concession areas (minimum of 1,400 sf), indoor waiting area (minimum of 2,400 sf) including seating for 36 passengers with trash receptacles, a minimum of four (4) ticket vending machines, and several locations for snack/drink vending for a total of eight (8) standard size vending machines. The Multimodal Hub shall, under option 1, connect to, or under option 2 include, a Kiss-Ride/Taxi/Ridesharing drop-off location with temporary parking for a minimum of nine (9) vehicles, inclusive of a handicapped accessible space, plus an additional dedicated parking spot for official business (DTPW/police/maintenance), for a total of 10 spaces.

The passenger waiting areas must be enclosed and protected from the elements, a real time passenger information system, wayfinding signage, and a security surveillance system. Day-to-day janitorial maintenance for the Multimodal Hub shall be provided by the Proposer for the duration of the Project Agreement.

### **2.2.2 City of Miami Beach Multimodal Hub / Transit Station**

The Solution shall include a facility to accommodate convenient/direct transfers to other transit modes to facilitate access to the Miami Beach Convention Center, either a Multimodal Hub or Transit Station on 5th Street in the City of Miami Beach, east of Alton Road. This can be accomplished in existing right-of-way or the Proposer may propose a site on private property. The Proposer shall be responsible for all aspects of the design and construction of the new facility, including planning, design, environmental analysis, permits, and construction. If additional property is required for the facility, it will be the Proposer's responsibility to obtain the property. The Proposer shall be responsible for operations and maintenance (including repairs) of the facility upon completion.

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## **2.2.3 Maintenance Facilities and Equipment**

The maintenance facility and its associated equipment and special tools shall be designed to perform all service, planned and unplanned inspection, cleaning, maintenance and repair on the Solution. Elevated Fixed Guideway Solutions shall provide all equipment needed to perform vehicle, guideway, automatic train control, traction power, and communications maintenance, including on-guideway maintenance and vehicle recovery to move vehicles when traction power is not available or perform maintenance and repair activities. At-grade BRT Solutions shall provide similarly provide the all the equipment to provide vehicle and infrastructure maintenance.

The maintenance facility shall be sized to store certain consumable supplies and spare parts; other supplies and parts can be stored locally by the Proposer and delivered to the maintenance facility as needed to minimize the size of and storage needs at the maintenance facility. The periodic overhaul of vehicle (elevated or at-grade) and wayside subsystems can be performed remotely to minimize the size of the on-site maintenance facility. The maintenance facility can be integrated into one of the Multimodal Hub(s) or Transit Stations or proposed elsewhere. If additional property is required for the facility, it will be the Proposer's responsibility to obtain the property.

The maintenance facility(ies) shall not be integrated within the existing Metromover facility located at 100 SW 1<sup>st</sup> Avenue, Miami. The Metromover facility is at capacity and cannot accommodate any additional vehicles.

## **2.2.4 Additional Facilities**

If the construction of new facilities or modifications to existing facilities (stations, guideway, bus transit center, etc.) are required to comply with the Solution Scope or Technical Specifications, the Proposer is responsible for all aspects of the Project in order to successfully implement the Solution, including planning, design, environmental analysis, permits, and construction. The Proposer shall be responsible for operations and maintenance of the additional facilities upon completion. DTPW will be responsible for maintenance of existing guideways that may have been modified or run through the Multimodal Hub.

## **2.2.5 Optional Watson Island Transit Station**

The County may request a future option to design, construct, operate and maintain a future Transit Station located at Watson Island to be included in this Solution. The Transit Station size, vertical and horizontal circulation, and layout shall be sufficient to accommodate the anticipated ridership demand for the station. The Transit Station shall provide a grade-separated pedestrian bridge (protected from the elements) over the MacArthur Causeway to provide sufficient access to current and planned developments on both sides of the causeway.

For elevated fixed guideway technologies, the horizontal and vertical geometry alignments shall make provisions to provide a tangent section of alignment for the future construction of a station in the vicinity of Children's Museum on Watson Island in FDOT Right-of Way satisfying the following alignment criteria:

### Horizontal Alignment

The minimum tangent length provided shall be provided:

- Tangent length = **length of platform** + end of platform distance (at each end)\*
- Length of platform = **train length** (platform length is a function of number of cars per train – 2, 3, or 4 cars per train and length of car)
- desired minimum = 100-ft
- absolute minimum = 50-ft

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## Vertical Alignment

The tangent grade shall extend a desirable minimum of 100-ft beyond each end of platform. The absolute minimum shall be 50-ft from each end of platform. Additionally, the vertical grade within the Transit Station shall be 0% (0.25% maximum).

For at-grade BRT, the Transition Station shall include a minimum platform length of 180' on both sides of the MacArthur Causeway and shall be interconnected by a grade-separated pedestrian bridge over the MacArthur Causeway. The Transit Station shall provide for three bus bays, one (1) for trolleys or a 40-ft bus and two (2) for 60' articulated busses.

For other technologies, specifications will be determined prior to design and construction.

## **2.3 Design Life and Handback**

### **2.3.1 Minimum Design Life**

The minimum Design Life of the various Solution components shall be as follows:

- Guideways, stations, maintenance facility(ies), and all other fixed facility structures required for the Solution - 75 years
- All guideway running surfaces and guidance equipment - 30 years, with appropriate and periodic maintenance and conditioning as required
- Automatic Train Control and communications equipment - 15 years, with the expectation that they will be replaced with new equipment that will have at least a 15 year Design Life
- Power distribution system transformers, rectifiers and switchgear - 30 years
- Traction power rails - 15 years, with the expectation that they will be replaced with new equipment that will have at least a 15 year Design Life
- All wiring and cabling - 30 years
- Elevated fixed guideway vehicles in passenger service at the average number of vehicle miles per year to meet the operating performance specified in the Operations and Maintenance section of this Technical Specification - 30 years

Note: The vehicle shall provide safe and reliable service during its entire Design Life. Normal deterioration due to causes such as corrosion and fatigue shall not degrade safety or performance of the body, chassis, and running gear. All car-borne wiring, conduit, and piping shall not require replacement during the Design Life of the vehicle.

- Axles and suspension; propulsion motors and control; door operating mechanism and controls; heating, ventilation and air conditioning (HVAC); and draft gear - 10 years, with the expectation that they will be replaced with new equipment, one or two times, that will have, combined, at least a 20 year Design Life  
Note: This equipment shall also operate for at least five years before a major overhaul. Consumables, such as filters, tires, and brake linings, are excluded from this requirement.
- Bus Rapid Transit Vehicles - 12 years, with the expectation that they will be replaced with new equipment one or two times, that will have, combined, at least a 24 year Design Life

### **2.3.2 Handback Requirements**

At all times, the County maintain ownership of the Solution and all components thereof. Upon termination or expiration of any Agreement, operation, maintenance, and revenues of the Solution shall revert to the County.

## **2.4 Design Requirements**

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The following sections describe the various design elements of the Solution.

### **2.4.1 Miami Beach Pedestrian Bridge**

The City of Miami Beach has coordinated the design of a Pedestrian Bridge over MacArthur Causeway just west of Alton Road at the shore line to accommodate the County's alternative alignments developed for the Beach Corridor Study. The Proposer shall ensure the Solution does not negatively impact the 5<sup>th</sup> Street Pedestrian Bridge. The proposer is responsible for any modifications (design, approval permits, construction, etc.) to the 5<sup>th</sup> Street Pedestrian Bridge that may be necessary or are proposed, including obtaining any and all approvals needed from City of Miami Beach and agencies that have oversight over the Pedestrian Bridge.

### **2.4.2 Infrastructure**

#### **2.4.2.1 Elevated Guideway**

For elevated fixed guideway technology, a dedicated, grade-separated guideway shall be provided with all needed features to maximize passenger safety and minimize the risk of trespasser injury. The guideway must be aesthetically pleasing and seamlessly integrate into its surroundings.

The Solution shall be designed so that passengers can be safely evacuated from vehicles located anywhere along the guideway or in stations, in accordance with NFPA 130 requirements. The Proposer must provide means for these evacuations to occur with and without the supervision of the Proposer and emergency personnel.

Proposer shall provide all elements required to ensure safe and reliable operation of the Solution, including:

- Running and Guidance Surface
- End-of-Line Over-travel Buffers
- Wayside equipment
- Switches (if required)
- Emergency Walkway in accordance with NFPA 130 requirements
- Signage

Elevated technologies shall have a minimum design speed of 40 MPH.

#### **2.4.2.2 Guideway At-Grade**

For at-grade BRT, a dedicated, separated guideway (lane or lanes) shall be provided between the Multimodal Hub and the City of Miami Transit Station. Design of the guideway shall conform to the appropriate jurisdictional requirements for roadway design (Section 2.4.4), the FDOT Typical Sections for Exclusive Transit Running Ways, and the minimum requirements for a Separated Busway and the Typical Busway Geometric Criteria and Recommended Desirable Values, as provided in Designing Bus-Rapid Transit Running Ways, which elements include geometry, a cross section with physically separated travel lane(s), drainage, pavement design, structures, signing, pavement markings, and traffic signals, etc.

#### **2.4.2.3 Other Technology Guideway**

For other technology, guideways shall be provided in accordance with applicable standards and minimum requirements appropriate for the technology, including all elements required to ensure safe and reliable operation of the Solution.

### **2.4.3 Stations and Station Equipment**

#### **2.4.3.1 Stations and Station Equipment (Elevated Guideway)**



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The design of Multimodal Hub(s) / Transit Stations and equipment shall be to serve both current and future capacity requirements of the Solution, as defined in the Section 2.14 of these Specifications.

Station Equipment shall include the following:

- Station Platform Edge Safety
- Platform Screen Door/Barrier System
- Station Platform End Emergency Doors
- Emergency Guideway Power Shut-Off Switch
- Station Platform Information, including static and dynamic signage
- Public Address System
- CCTV System
- Emergency Telephones
- Fire/Smoke Detectors and Alarms
- Door Alarms and Security Equipment
- Station UPS Equipment
- Fire Management System and Panel
- Vertical Circulation as needed
- Equipment and Machine Rooms as needed
- Electrical and Lighting components, including emergency lighting
- Mechanical Components including Drainage, Standpipes, Water Supply, HVAC

### **2.4.3.2 Stations and Station Equipment (At-Grade BRT)**

The design of Multimodal Hub(s) / Transit Stations and equipment shall be to serve both current and future capacity requirements of the Solution, as defined in the Section 2.14 of these Specifications, and in accordance with FDOT Accessing Transit: Design Handbook for Florida Bus Passenger Facilities, current edition along with any updates, and FDOT Transit Facilities Guidelines. Where BRT operations are integrated into a facility that serves MetroBus, the BRT stops shall be physically separated with distinct branding, level boarding, and off-board fare collection (i.e. paid waiting area). BRT Platform lengths shall be a minimum of 180' to accommodate one 40' bus and two 60' articulated buses. BRT platforms shall be covered and provide complete protection from the elements with air-conditioned vestibules and station fans.

### **2.4.3.3 Stations and Station Equipment (Other Technology)**

The design of Multimodal Hub(s) / Transit Stations and equipment shall be to serve both current and future capacity requirements of the Solution, as defined in the 2.14 of these Specifications.

Station Equipment shall include all components necessary to successfully operate and maintain the Solution.

### **2.4.4 Roadway Widening / Improvements**

All modifications to roadway shall comply, at a minimum, with the applicable standards of the jurisdictional agency, including as applicable:

- Florida Department of Transportation
- Miami-Dade Transportation and Public Works
- City of Miami Public Works
- City of Miami Beach Public Works

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### **2.4.5 Automated Fare Collection**

The design of the Multimodal Hub(s) / Transit Stations shall incorporate the use of Fare Gates to separate the paid and unpaid area of the Solution. Travel on the Solution will be subject to the payment of a fare by passengers. The Automated Fare Collection System (AFCS) shall ensure all existing Fare Policies and OpenPayment (contactless-enabled bankcards or digital wallets such as Apple Pay, Google Pay, Samsung Pay, or Fitbit Pay linked to a mobile phone or wearable) features are extended from the County's back office to the AFCS products included in the proposed Solution. The AFCS shall integrate with the existing Automated Fare Collection System in place at existing stations as provided by Cubic Transportation Systems (CTS), Inc., and will be the responsibility of the Proposer. The County back office system is hosting in Azure and is maintained by CTS. Fare Collection equipment (gates, TVM's, etc.) shall be provided by the Proposer for installation by the Proposer. If DTPW request to change the fare collection in the future, DTPW shall provide new fare equipment for installation by the Proposer. At-grade BRT shall have a separated paid waiting area and off-board fare collection.

The AFCS shall fully comply with Payment Card Industry ("PCI") Security Standards. The County's current process for establishing and maintaining such compliance is outlined in Exhibit 12. AFCS that fall outside of the requirements stated in this document shall be reviewed by the Finance department and Enterprise Security Office ("ESO"), and subjected to a risk assessment to ensure the AFCS offers sufficient protection of cardholder data. Exceptions shall require written justification, including cost/benefit analysis by the requesting department / proposed system provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

### **2.4.6 Fixed Guideway Solution Subsystems**

The Proposer shall provide the Solution subsystems specified as applicable, but not limited to, below:

- System Equipment
- Traction Power Equipment
- Contact Rail and Protective Coverboard, if applicable
- Traction Power Installation Hardware
- Fare Collection Integration
- Passenger Vehicle, as applicable
- Train Control
- Communications

### **2.4.7 Fixed Guideway Automatic Train Control**

For elevated fixed guideway technology, the Solution shall include an Automatic Train Control (ATC) system that shall automatically regulate the movement of all vehicles, except those in Emergency Manual Mode (EMM), that is, on-board manual control. The ATC system shall control vehicle separation, routing, operating speed, maximum speed, precision stopping, travel direction, door operation, longitudinal acceleration and jerk and safety interlocks. The ATC system shall also monitor the system operations.

The ATC system includes the following subsystems:

- Automatic Train Protection
- Automatic Train Operation
- Automatic Train Supervision

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Each subsystem shall provide a link between the central control operator and the ATC system, providing all pertinent information about the ATC system, including management data acquisition and reporting and a means for the central control operator to control various functions of the ATC system.

### **2.4.8 Central Control Room and Equipment**

The Proposer shall be responsible for the design, supply, configuration, wiring, installation, and testing of a Central Control Room (CCR), including but not limited to all equipment outlined below. To this end, the Proposer shall direct the detailed design, provision, and configuration of the equipment into the CCR and into the control console therein. Central Control Room will be located at one of the stations or in the maintenance facility. Equipment utilized shall be of proven technology.

Equipment includes, but is not limited to:

- Radio System
- Telephone Equipment
- CCTV Equipment
- Public Address Equipment
- Passenger Information Displays (Stations and Vehicles)
- Automatic Train Control Workstation
- SCADA Workstation

Proposer shall provide all equipment necessary to interrupt and restore service in the event of a passenger emergency, planned or unplanned power outage, routine maintenance, repairs, and other anomalies that can occur.

### **2.4.9 Communications System**

The Solution shall include a communications system that shall provide the following functions using modern, industry standard equipment proven in a similar operating environment:

- Public address subsystem servicing all vehicles, Multimodal Hub(s) / Transit Stations and the maintenance facility(ies) to provide routine, pre-recorded, and emergency audible announcements
- Duplex communication from each vehicle to central control personnel
- Passenger information displays onboard each vehicle and at each Multimodal Hub(s) / Transit Station
- Radio communication for all Proposer personnel
- Video surveillance at Multimodal Hub(s) / Transit Station and onboard vehicles
- Audio and video recording and archiving equipment

All communications equipment shall comply with the Cybersecurity requirements listed in Section 2.19.

### **2.4.10 Corrosion Control and Grounding**

The Proposer shall provide corrosion control systems to prevent damage to, or premature failures of, structures or Solution components or nearby underground utilities due to corrosion. These corrosion control systems shall be designed and selected to be economical to install, operate, and maintain.

The Proposer shall provide grounding systems that will minimize risk to passengers and Proposer personnel from hazardous voltages and currents, whether due to normal Solution power, other adjacent power sources, electrical faults, or lightning. The grounding systems shall also minimize equipment damage resulting from such sources.

At a minimum, the corrosion control and grounding systems shall address the following:

- Soil and Water Corrosion

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- Stray Current Corrosion Prevention
- Atmospheric Corrosion Prevention
- Grounding and Lighting Protection

### **2.4.11 Power Distribution and Backup Power**

The Proposer shall provide the complete design of the power distribution system and shall supply, install, test, and commission all the equipment necessary to supply electric power to all the subsystems of the Solution specified herein, as well as any other subsystems necessary for the successful operation of the Solution not explicitly specified herein, and to interface with Florida Power and Light. In addition, the Proposer shall design, supply, install, test, and commission all facilities required for power distribution system and equipment grounding. The location of traction power substation(s) shall be the responsibility of the Proposer, including the acquisition of private property, if required.

The power distribution system shall be designed to support the peak and the continuous loads encountered during the normal start-up and, if applicable to the Proposer's Solution, operation of a fleet of AW2 loaded trains to meet the Solution Operating Criteria and Capacity requirements outlined in Section 2.16 of these Specifications. The loads supported shall include all on-board equipment as well as all guideway mounted equipment and all ancillary loads.

The power distribution system shall be designed using equipment of established reliability and shall incorporate enough redundancy to achieve the overall Solutions available targets specified in Section 2.17 of these Specifications.

The power distribution system shall incorporate suitable protective devices and grounding systems to minimize the risk to passengers and Proposer personnel from hazardous voltages or currents. In addition, the protective devices and grounding systems shall be designed to isolate faults and minimize equipment damage and interruptions to service.

The power distribution system equipment shall include supervisory control and data acquisition equipment (SCADA) remote terminal units (RTUs) to allow remote control and monitoring of power distribution equipment.

The power distribution system design shall include back-up power supplies for critical loads as follows: Uninterruptible Power Supply (UPS) equipment shall be rated to supply the connected load for a period of one-hour following loss of the normal supply. Proposers shall provide some mechanism for rescue of disabled vehicles.

### **2.4.12 Supervisory Control and Data Acquisition**

The Proposer shall provide an integrated hardware and software Supervisory Control and Data Acquisition (SCADA) system to control and/or monitor the following:

- Power Distribution
- Security Intrusion Monitors
- Escalator and Elevator Status
- Fire Alarms
- Other wayside systems as needed for safe operation and maintenance of the Solution

The SCADA system shall complement the ATC system and the communications system to provide all monitoring and control functions not provided by those systems.

## **2.5 Vehicle Requirements**

Vehicles shall be designed, manufactured, operated and maintained to the highest standard possible to provide transit riders with comfort, convenience and state-of-the art amenities including but not limited to air conditioning, free wi-fi, electric outlets for charging, digital signage, automated annunciation, etc. Sufficient vehicles shall be provided and operated to accommodate demand anticipated for the Solution with a sufficient spare ratio to ensure seamless, on-

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time and reliable transit service. Vehicles shall have a minimum design speed of 40 MPH on tangent sections. All Vehicles shall include the County logo and the logo of any funding partners as applicable. Proposers may also include branding that is compliance with Section 2.18 of these Technical Specifications.

### **2.5.1 Vehicle Requirements (Elevated Guideway)**

For elevated fixed guideway technology, vehicles may either: 1) have the ability to be automatically controlled and operate normally without a driver or attendant, or 2) be operated with drivers at the Proposer's sole expense and responsibility. At AW2 passenger loading, all vehicle configurations shall be able to cruise at least 30 mph under all conditions along the guideway where grade, geometry, and Multimodal Hub / Transit Station constraints permit; and negotiate a minimum Turning Radius of 150 feet. The AW0 will be based on the Proposers specific vehicle technology.

Passenger comfort amenities shall include air conditioning, ventilation, and heating sized for the South Florida operating environment; and automatic, power-operated, bi-parting, horizontally sliding doors on both sides of the vehicle for passenger entrance and exit. The Solution shall be compliant with the American's with Disabilities Act (ADA).

Amenities shall also include interior and exterior lighting, interior CCTV viewable from central control, and two-way communications that include automatic announcements and immediate two-way communication with central control attendants. Each vehicle shall be equipped with two or more emergency exits to meet applicable safety requirements.

### **2.5.2 Vehicle Requirements (At-grade BRT)**

For At-grade BRT technology, vehicles may either: 1) have the ability to be automatically controlled and operate normally without a driver or attendant, or 2) be operated with drivers at the Proposer's sole expense and responsibility.

Vehicles shall be 60' articulated buses. Passenger comfort amenities shall include air conditioning, ventilation, and heating sized for the South Florida operating environment; and automatic, power-operated, sliding doors for passenger entrance and exit (on both sides of the vehicle for maximum service flexibility). The Solution shall be compliant with the American's with Disabilities Act (ADA), along with Miami-Dade Bus Fleet Specifications, and requirements as issued for the South Corridor Bus Rapid Transit project.

### **2.5.3 Vehicle Requirements (Other Technology)**

For other technologies, vehicles shall comply with applicable safety and operation standards. Passenger comfort amenities shall include air conditioning, ventilation, and heating sized for the South Florida operating environment; and automatic, power-operated doors for passenger entrance and exit, as applicable. The Solution shall be compliant with the American's with Disabilities Act (ADA).

## **2.6 Safety and Security Requirements**

The overall design and operation of the Solution shall equal or exceed the safety standards of modern transit systems in the United States and all applicable Design Criteria, and shall be in conformance with applicable Federal, State, and local regulations and NFPA safety guidelines.

## **2.7 Sustainability, Resiliency, and Climate Change**

The region is vulnerable to climate change and sea level rise. The County and its municipalities are aware of these risks and have been planning for, investing, and adapting to changing conditions. The Proposer should be informed and guided by the Southeast Florida Climate Compact Regional Climate Action Plan (<http://southeastfloridacclimatecompact.org/regional-climate-action-plan/>) and the Greater Miami & Beaches Resilient 305 Strategy (<http://www.mbrisingabove.com/your-city-at-work/resilience-strategy/resilient-305/>). All elements of the Solution must be designed to ensure that any such impacts on the region do not impact the operation of the Solution in conformance with these Technical Specifications.

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### **2.8 Art in Public Places**

This Project is subject to the Art in Public Places ("APP") provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("Department of Cultural Affairs") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("Procedures Manual"). The selected Proposer shall transmit 1.5% of the Project costs for all development on County land (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP program. The selected Proposer is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

[https://library.municode.com/fl/miami-dade-county/codes/code\\_of\\_ordinances](https://library.municode.com/fl/miami-dade-county/codes/code_of_ordinances)  
<http://www.miamidade.gov/ao/home.asp?Process=alphalist>  
<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

### **2.9 Aesthetics**

Aesthetics is an important element of the Project and result Solution, given the proximity of the Solution near several scenic locations, including Rasht Performing Arts Center, Watson Island, Cruise Terminals, and the Historic Art Deco District. The integration of the Solution into the landscape should complement or enhance the overall aesthetics of the Beach Corridor.

### **2.10 Verification of Existing Conditions**

The Proposer shall be responsible for verification of existing conditions, including field investigations, research of all existing DTPW records and other information.

### **2.11 Coordination with the I-395 Reconstruction Project**

The Florida Department of Transportation is completing the I-395 Reconstruction Project, which anticipates modifications to the MetroMover guideway where it crosses the MacArthur Causeway. Solutions that impact the MetroMover system shall be required to coordinate and cooperate with the I-395 Reconstruction Project.

### **2.12 Environmental Impacts and Permitting**

The County will provide available environmental assessment information in a future addendum that can be used by the Proposer for environmental permitting efforts at the Proposer's sole discretion. The Proposer shall be responsible for confirming the provided information and shall complete any additional environment analysis required to implement the Solution as a component of the Interim Agreement, as defined therein, including but not limited to National Environmental Policy Act (NEPA) and all necessary permitting requirements and efforts.

The Proposer shall at its own cost manage, treat, handle, store, remediate, remove, transport (where applicable) and dispose of all contaminated materials, including contaminated soil and groundwater, in accordance with applicable law, governmental/regulatory approvals, and all applicable provisions.

The Proposer shall obtain all required Federal, State and local applicable permits and approvals. This shall include, but not be limited to, those permits associated with the presence of contamination at a property (e.g., DERM Class V, Class VI, etc.). For obtaining these permits, the Proposer shall be responsible for submitting to the regulatory agencies, applications construction drawings, technical reports and other engineering documents, certified by a Florida licensed professional (when applicable), in compliance with the existing guidance and regulations and addressing all pertinent environmental concerns.

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The Proposer shall be responsible for preparing designs and proposing construction methods that are permissible. The Proposer shall be responsible for any required permit fees. All permits required for a particular construction activity shall be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, shall be the responsibility of the Proposer and will not be considered sufficient reason for a time extension or additional compensation.

The County is responsible for reviewing, approving, and signing the permit application package including all permit modifications, or subsequent permit applications.

The following Project specific environmental services or permits have been identified as specific requirements for the Project:

- South Florida Water Management District ERP for construction
- FDEP National Pollutant Discharge Elimination System Permit or Notice of Intent
- Coast Guard Permits

The Proposer shall be responsible for obtaining all state and local agency permits associated with construction dewatering activities, as required. If a permit is required from a federal agency (such as the Coast Guard), this Project will require completion of a NEPA study under the Class of Action determined by the Lead Federal Agency. DTPW has initiated a NEPA study and public involvement activities for the various alternative technologies allowed for in these Specifications. The Proposer shall be responsible for reviewing the NEPA documents prepared to date and working collaboratively with the County to provide information in a timely fashion so that the NEPA work can be successfully completed for the necessary federal permits to be issued for the specific details of the Solution.

The Proposer may propose changes which differ from the alternatives prepared to date. The Proposer shall be responsible for preparing the necessary analyses and documentation and environmental studies required to satisfy requirements to obtain approval of the County, FDOT, and all applicable regulatory agencies.

### **2.13 Utilities**

The County will provide available utility information, if any, in an addendum to this Solicitation. The Proposer shall complete additional utility analysis required to implement the Solution as a component of the Interim Agreement, as defined therein. It is anticipated that during the Project, the Proposer will encounter utilities that require adjustments, including relocation, removal, or decommissioning due to the Proposer's design and construction efforts, whether temporary or permanent. Furthermore, the Project will also require the installation of new utilities necessary for a completion. The Proposer shall ensure that utility adjustments and installation of new utilities that are necessary for the Project comply with County standards, policies, procedures, and design criteria, as well as with any applicable Utility Agency/Owner (UA/O) standards, all applicable laws, any applicable utility agreements, the FDOT Utility Accommodation Manual, all applicable governmental approvals and permits issued by authorities having jurisdiction for such work, and all other applicable requirements specified in the contract documents.

Cost and fees associated with utility adjustments and installation of new utilities, whether temporary or permanent, shall be the sole responsibility of the Proposer. The Proposer is not entitled to any additional compensation or time for any utility adjustment or new utility located within the Project right-of-way or otherwise impacted by, or having an impact on, the Project or work activities.

It is the Proposer's responsibility to coordinate and resolve all utility impacts with each UA/O that has facilities within the Project right-of-way or that are otherwise potentially affected in any way by the Project, and to coordinate all utility adjustment work with the detailed working schedule. The Proposer is advised that utility facilities located outside of the Project right-of-way but within the construction limits may be impacted by construction work associated with the Project

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and therefore may require a utility adjustment. The Proposer is responsible for performing or arranging for the performance of all utility adjustment work and bearing the cost of the utility adjustment work not covered by the UA/O.

The Proposer shall make every reasonable attempt to design around existing utilities, and to otherwise minimize impacts. The Proposer shall submit to the County a proposed utility design master plan for the Project, showing the approximate location of each existing utility, the existing utilities to remain in place, utilities with conflicts, the Proposer's Utility Adjustment proposals and proposed new utilities, and the relationship of the existing and proposed utilities to the Project. The Proposer shall coordinate with the affected UA/O as necessary to obtain their respective concurrence with the proposed utility design and submit the proposed master plan of utility design to the County for its review and approval.

The Proposer shall not incorporate any new utilities not expressly needed for the Project or impacted by the Project in the Solution. Incorporation of any new utilities, such as fiber, small cell, etc. shall require negotiation of technical and financial terms with the County.

### **2.14 Contamination**

The County will provide available contamination information, if any, in an addendum to this Solicitation. The Proposer shall base their design on their own interpretations of the soil/groundwater investigations and other preliminary data made available, and make their own presumptions as to which areas are contaminated and whether mitigation shall be required. Additional compensation or time shall not be granted for any erroneous interpretation or assumption made by the Proposer. Appropriate measures shall be implemented in accordance with state and local laws to address required remediation efforts when and where contamination is encountered during the proposed construction activities.

The Proposer shall at its own cost manage, treat, handle, store, remediate, remove, transport (where applicable) and dispose of all contaminated materials including contaminated soil and groundwater, in accordance with applicable law, governmental/regulatory approvals, and all applicable provisions of the Interim or Project Agreement(s).

Due to the proposed land use, the potential of contamination at each of the Multimodal Hub / Transit Station will be evaluated based on Commercial Direct Exposure (CDE) – Soil Cleanup Target Levels (SCTLs) in addition to the Residential Direct Exposure (RDE) – CTLs per Chapter 62-780 of Florida Administrative Code (FAC). Subsequently, additional assessment is required per Chapter 24 of Miami-Dade County Ordinance and Chapter 62-780 of FAC for the stations where exceedances of CDE standards were observed. Additionally, at stations where exceedance of CDE – SCTL was reported, the Proposer shall take all necessary and appropriate steps to address, properly handle, and dispose the disturbed soil resulting from any future construction activities at these stations. At stations where exceedances in groundwater standards were observed for the parameters analyzed, appropriate measures shall be implemented to address the contaminated groundwater extracted during the proposed dewatering and construction activities. The Proposer shall not receive additional compensation or time extension for any dewatering activities, including those that involve contaminated materials.

The Proposer will not be responsible for offsite delineation; responsibility will be limited to delineation of soil and groundwater contamination required due to construction. Based on the contamination findings, the responsibilities of the Proposer, include, but are not limited to, the following:

1. Reviewing and becoming familiar with all pertinent records pertaining to contamination at the Project site and its immediate vicinity, which are available in the Department of Regulatory and Economic Resources Division of Environmental Management (RER-DERM) Public Records, found at <http://ecmrrer.miamidade.gov>. Records for the site and neighboring properties are tracked under the permits identified in the ESAR reports.
2. Conducting any supplemental assessment that may be deemed necessary at the property for the purpose of obtaining approval for drainage construction and dewatering activities. This shall include, but not be limited



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to, installing groundwater monitoring wells (shallow and of intermediate depth) to demonstrate the absence of groundwater contamination in areas proposed for stormwater (or groundwater) percolation, advance soil borings and obtaining soil and groundwater samples for laboratory analyses.

3. Complying with the Standard Operating Procedures provided in Chapter 62-160, Florida Administrative Code (FAC), as amended, for any sampling conducting in reference with the site.
4. Obtaining all required Federal, State and local applicable permits and approvals. This shall include, but not be limited to, those permits associated with the presence of contamination at a property (e.g., DERM Class V, Class VI, etc.). For obtaining these permits, the Proposer shall be responsible for submitting to the regulatory agencies, applications construction drawings, technical reports and other engineering documents, certified by a Florida licensed professional (when applicable), in compliance with the existing guidance and regulations and addressing all pertinent environmental concerns. The above shall include, but not be limited to the following:
  - a. Paving and drainage plans illustrating the locations of all assessment wells installed at the Project site, properly labeled and identifying the contaminant concentrations documented through sampling.
  - b. Dewatering plans including calculations to support the expected radii of influence of dewatering. In addition, the plans shall include a treatment system design addressing the contamination expected in the extracted groundwater (including on-site contamination and (if applicable) contamination in the vicinity of the property). The design shall demonstrate the effectiveness of the Solution on reducing the contaminants of concern to the applicable cleanup target levels (State and/or local). Further, the plan shall demonstrate that the dewatering effluent will not be disposed onto areas where groundwater contamination exists.
  - c. A Soil Management Plan (SMP), discussing the handling, reuse (if feasible) and disposal requirements of contaminated soils excavated due to construction. The SMP, at a minimum, shall outline the procedures for tracking contaminated material that is removed and relocated to other areas of the Project site (if applicable and permissible) as well as contaminated soil that is removed from the site and properly disposed of. Once approved, the SMP shall be incorporated by reference in the scope of work of all construction drawings including excavation activities at the Project site.
5. Characterization/testing and proper disposal (e.g., a lined landfill or other properly licensed disposal or treatment facility) of soils excavated from the property due to construction that will not be reused on site. In addition, the Proposer shall submit to DERM all documentation that includes, at a minimum, manifests and weight tickets associated with the disposal of said contaminated soils.
6. All costs associated with the dewatering activities. The above shall include, but not be limited to, the operation and maintenance of the treatment system, the effluent disposal system and any sampling deemed necessary to verify compliance with the effluent standards (or criteria) and to demonstrate the effectiveness of the Solution.
7. Following all applicable safety requirements (e.g., OSHA, NFAP, etc.) during construction. The selected Proposer shall submit a copy of the Health and Safety Plan (HASP) to DERM-Environmental Monitoring and Restoration Division for review. The HASP shall be signed by a Certified Industrial Hygienist and shall include, but not be limited to, dust control measures, an air quality monitoring plan (if rendered necessary based on the contaminant levels), a safety plan, a nuisance evaluation and control measurements.
8. Acquiring and installing piping of adequate material and chemical resistant fittings (based on the type of contamination) for water and sewer utilities installed at or for the benefit of the Project site.
9. Placing 2-feet of clean fill material (to be acquired by the Proposer) atop the areas of the Project to remain open ground for the Project as an engineering control (e.g., landscape areas), and providing certification (by

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a professional Engineer, registered in the State of Florida) of the existence of this engineering controls upon work completion.

10. The final determination of any selected closure option lies with the County. If DTPW elects NFAC, some of conditions that will apply to contaminated soil:
  - a. Soil removal shall be based on utilizing Chapter 24 of the Code and Risk-Based Corrective Action approaches. Alternative designs may be proposed that maintain a minimum of (1) one foot of clean soil underlain by a high visibility geosynthetic fabric or (2) two feet of clean beneath the final grade in areas accessible by the public to prevent direct contact/exposure to the contaminated soil. This may require DERM's permission. More information can be found at: <http://www.miamidade.gov/environment/library/instructions/risk-based-corrective-action.pdf>
  - b. All excavated material shall be treated as contaminated, however, as stated above, the design may incorporate re-use of the contaminated soil, if it meets DERM's Clean Fill Criterion. Excess contaminated soil that cannot be reused onsite shall require removal and proper disposal.
  - c. A DERM approved Engineering Control Plan shall be required either as impervious pavement, a minimum of one foot of clean soil underlain by a high visibility geosynthetic fabric, or two feet of clean soil placed between the contaminated soil and the final grade.

### **2.15 Geotechnical Services**

#### **2.15.1 Code and Guidance Requirements**

The geotechnical services for the Project, including investigations, design, and construction, shall be performed following the general guidance in the FDOT Soils and Foundations Handbook and conforming to FDOT requirements. Additionally, the geotechnical services for buildings and applicable structures shall be in accordance with the Florida Building Code.

#### **2.15.2 Geotechnical Data**

The Proposer is responsible for identifying and performing all geotechnical investigation, analysis, and design dictated by the needs of the Solution and its design. DTPW makes no assertion as to the competence of the soil in the vicinity of the Project, to support temporary shoring and/or construction vehicles. Any necessary geotechnical work, relevant to the method of providing temporary support or permanent work shall be performed in accordance with the governing regulations and the Solution specifications. The Proposer shall be responsible for its own analysis and use of geotechnical data provided with these Technical Specifications.

The Preliminary Geotechnical Report along with all geotechnical information (including boring data) will be provided in a future addendum. None of the recommendations contained in these documents may be assumed by the Proposer. The Proposer shall make its own interpretations, evaluations, conclusions and recommendations for this Project. The Proposer shall provide the County signed and sealed design and construction reports, which shall be a record set of all geotechnical information, including relevant support data.

#### **2.15.3 General Requirements**

As applicable, both shallow and deep foundations shall be considered for Solution structures, with the recommendations dependent upon considerations including the geotechnical conditions, loadings, site constraints, adjacent features and activities, and future additional work.

#### **Driven Pile Foundations for Major Structures**

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The Proposer shall determine whether the resistance factors used for pile design will be based on static/statnamic load testing. Preparation of a technical specification for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test is required. For Osterberg Cell Load Tests, the same loading and unloading intervals shall be used, as well as the same loading times specified for the Modified Quick Test. Instrumentation requirements shall comply with FDOT Standard Specification 455-2.4. Before the resistance factors for static/statnamic load testing may be used for pile foundations for any major structure, a minimum number of two successful load tests must be performed in the representative location of that structure.

The Proposer shall be responsible for the following:

1. Selection of pile type and size.
2. Selection of test pile lengths, locations and quantity of test piles.
3. Selection of pile testing methods.
4. Determining the frequency of such testing unless otherwise stated herein.
5. Performance of the selected test pile program, including dynamic load test personnel and equipment. DTPW may observe the installation of test piles and all pile testing.
6. Preparing and submitting a pile installation plan for DTPW's acceptance.
7. Selection of production pile lengths.
8. Development of the driving criteria.
9. Driving piles to the required capacity and minimum penetration depth.
10. Inspecting and Recording the pile driving information.
11. Submitting foundation certification packages.
12. Providing safe access, and cooperating with DTPW in verification of the piles, both during construction and after submittal of the certification package.

### Drilled Shaft Foundations for Major and Miscellaneous Structures

The Proposer shall determine whether the resistance factors used for drilled shaft design will be based on static/statnamic load testing. Preparation of a technical specification for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test is required. For Osterberg Cell Load Tests, the same loading and unloading intervals shall be used, as well as the same loading times specified for the Modified Quick Test. Instrumentation requirements shall comply with FDOT Standard Specification 455-2.4. Before the resistance factors for static/statnamic load testing may be used for drilled shafts for any major structure, a minimum number of two successful load tests must be performed in the representative location of that structure.

The Proposer shall be responsible for the following:

1. Evaluating geotechnical conditions to determine the drilled shaft diameter and length and construction methods to be used.
2. Performing the subsurface investigation and drilling pilot holes prior to establishing the drilled shaft tip elevations and socket requirements.
3. Determining the quantity and locations of the load test shafts and the types of tests that will be performed.
4. Performing pilot borings for test holes (also known as test shafts or method shafts) and load test shafts and providing the results to DTPW at least one calendar day before beginning construction of these shafts.
5. Preparing and submitting a Drilled Shaft Installation Plan for DTPW's acceptance.
6. Constructing the method shaft (test hole) and load test shafts successfully and conducting integrity tests on these shafts.
7. Providing all personnel and equipment to perform a load test program on the load test shafts.
8. Determining the production shaft lengths.

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9. Documenting and providing a report that includes all load test shaft data, analysis, and recommendations to DTPW.
10. Constructing all drilled shafts to the required tip elevation and socket requirement in accordance with the specifications.
11. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
12. Performing Cross-Hole Sonic Logging (CSL) or Thermal Integrity tests on all nonredundant drilled shafts supporting major structures. For redundant drilled shaft foundations and drilled shafts for miscellaneous structures, perform CSL or Thermal Integrity testing on any shaft suspected of containing defects.
13. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
14. Submitting Foundation Certification Packages in accordance with the specifications.
15. Providing safe access and cooperating with DTPW in verification of the drilled shafts, both during construction and after submittal of the certification package.

### Spread Footings Foundations for Buildings and Miscellaneous Structures

The Proposer shall be responsible for the following:

1. Evaluating geotechnical conditions and designing the spread footings.
2. Constructing the spread footings to the required footing elevation, at the required soil or rock material, and at the required compaction levels, in accordance with the specifications.
3. Inspecting and documenting the spread footing construction.
4. Submitting Foundation Certification Packages in accordance with the specifications.
5. Providing safe access and cooperating with DTPW in verification of the spread footing, both during construction and after submittal of the certification package.

### Auger Cast Piles for Major and Building Structures

The Proposer shall be responsible for performing low-strain dynamic integrity testing of all production auger cast piles in accordance with ASTM D5882. Acceptance shall be as follows:

1. Perform on 25% of auger cast piles. If anomalies are found all auger cast piles shall be tested.
2. Any indicated auger cast pile defects shall require further integrity testing. The engineer may require other non-destructive tests upon evaluation of the data.
3. If the additional tests and records are inconclusive, DTPW may require core holes of the defective shaft, at the expense of the Proposer. If the cores show defects in the shaft, these defects shall be repaired at the Proposer's expense by methods acceptable to DTPW.

If there is evidence that the strength of the production auger cast piles may be deficient, three representative cores will be required to be taken by the Independent Testing Laboratory and tested for compressive strength per ASTM C42/C42M.

1. Strength of concrete of the three cores shall be considered satisfactory if the average compressive strength is at least 85 percent of the 28-day design compressive strength and no core compressive strength is less than 75 percent of the 28-day design compressive strength.
2. If core test results are satisfactory and auger cast piles comply with requirements, solidly fill core holes with patching mortar and finish to match adjacent shaft surfaces.
3. Auger cast piles will be considered defective if they do not pass tests and inspections.

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The Proposer shall be responsible for the following:

1. Evaluating geotechnical conditions and designing the foundations, including diameter and lengths.
2. Constructing all auger cast piles to the required tip elevation and socket requirements, in accordance with the specifications.
3. Preparing and submitting an Auger Cast Pile Installation Plan for DTPW's acceptance.
4. Inspecting and documenting the auger cast pile installation.
5. Submitting Foundation Certification Packages in accordance with the specifications.
6. Providing safe access and cooperating with DTPW in verification of the auger cast piles, both during construction and after submittal of the certification package.

### **2.15.4 Organic and Unsuitable Soils**

For the design and construction of the proposed corridor (including foundations for structures), the Proposer shall be required to remove all organic soils (A-8/Muck) and other unsuitable soils as per FDOT Standard Plan Index Nos. 120-001 and 120-002 without allowance for any modification in the plans by the Geotechnical/Design EOR.

To prevent potential settlement and/or damage to the permanent improvements constructed, the Proposer is responsible for extending the construction limits a suitable distance as required to remove any organic and unsuitable materials present, and subsequently backfill the trench with select material in order to adequately stabilize the newly constructed roadway sections.

### **2.15.5 Vibration and Settlement**

The Proposer shall follow FDOT Standard Specification Section 108 for all construction activities. The Proposer shall be responsible for the identification of and coordination with vibration sensitive sites, such as schools, clinics, and hospitals, impacted by the work for the duration of the construction period. The Proposer shall be responsible for submitting a vibration and settlement monitoring plan for review and approval by DTPW.

The Proposer shall be responsible for evaluating the need for, design of, and the provision of any necessary precautionary features to protect existing structures from damage, including, at a minimum, selecting construction methods and procedures that will prevent damage. The Proposer shall submit for DTPW acceptance a Settlement and Vibration Monitoring Plan (SVMP) as part of the 90% plans submittal and update the SVMP throughout construction. The Proposer shall be responsible for establishing maximum settlement and vibration thresholds equivalent to or lower than the FDOT Standard Specification Section 108 requirements for all construction activities, including vibratory compaction operations and excavations.

Submittals for Settlement and Vibration Monitoring Plan (SVMP) shall include the following as a minimum:

- Identify any existing structures in addition to those identified that will be monitored for vibrations during the construction period.
- Establish the maximum vibration levels. The maximum vibration levels stated for existing structures shall not be exceeded.
- Identify any existing structures in addition to those identified that will be monitored for settlement during the construction period.
- Establish the maximum settlement levels for the existing structures that must not be exceeded. The maximum settlement level stated shall not be exceeded.
- Identify any existing structures in addition to those identified that require pre-construction and post-construction surveys.

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## **2.16 Solution Operating Criteria and Capacity**

The Solution shall be designed to provide service 365 days per year, at a minimum between the hours of 5:00 am and midnight, and 5-minute peak headways. Extended Hours shall be provided as necessary to match extended or special event hours of the DTPW connecting systems (MetroRail or MetroMover).

The Solution shall be designed and configured to carry a minimum of 2,200 passengers per hour per direction (pphd) during peak operating hours with the capability to grow to 3,600 pphpd by year 20 of the operation and maintenance phase of the Project Agreement. The Solution shall easily and cost-effectively allow for future capacity over time. In calculating peak hour Solution capacity, the minimum design headway shall not be greater than 5 minutes during peak hour service and nominal dwells of 30 seconds at each Multimodal Hub / Transit Station. The Proposer shall perform all travel time calculations with vehicles loaded at AW2 capacity as defined in the Section 2.5, Vehicle Requirements, of these Specifications. The maximum trip duration from the Multimodal Hub to the Miami Beach Transit Station shall be no more than 5 minutes (assuming without a Watson Island Station).

To demonstrate operational conformance with the requirements of this Section, the Proposer shall conduct the Solution's System Performance and Failure Management Analysis. The SPFMA shall include descriptions of: (1) revenue service operating plans and strategies for normal operations, failure management and emergency responses; (2) vehicle operations, field operations, control center and maintenance facility operations, and (3) facilities provided to perform operations effectively.

The County anticipates replacing the electronic and computer systems of the existing Metromover system over the next few years. The timeline for this work is to be determined but the proposed improvements will allow for additional flexibility with regard to the operations of the existing Metromover system.

## **2.17 Solution Service Availability**

The Solution shall be in operation 100% of the time during the hours of operation delineated in Project Agreement (Hours of Operations) and at 100% Operating Capacity. Preventative maintenance and repairs shall be scheduled so they do not interfere/diminish Operating Capacity during Hours of Operations. Failure to meet this requirement shall trigger the assessment of damages in the following manner:

- Disruptions of service
- Vehicle Delays
- Vehicle non-availability
- Hours of Operations

## **2.18 Advertising Limitations**

Any advertising programs for stations, vehicles, guideway, etc. shall comply with applicable Federal, State, County, and Municipal requirements. All advertising materials, advertisement content and manner of presentation shall be subject to approval by the DTPW Director prior to installation, which may disapprove any such items at its sole discretion. The DTPW Director is authorized to deny the placement of any advertisement, which in his/her opinion is **detrimental to the aims, purposes, goals, or reputation of Miami-Dade County.**

The Proposer shall remove, at its sole cost and expense, within 24-hours upon receipt of written demand, any advertising material that is disapproved. Any advertising material previously approved, which may subsequently be considered objectionable by the DTPW Director shall likewise be removed.

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The Proposer shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. Whenever a question arises as to the propriety of an advertisement, the Proposer is required to submit the advertisement to the DTPW Director for review and approval prior to posting.

**Tobacco advertising, alcohol advertising, e-cigarettes advertising, CBD/Hemp oil advertising, and/or political or political campaign advertising shall not be allowed.**

The following are some examples of types of advertisements that are likely to be denied pursuant to the above section:

- Sexist Advertisement and/or advertisement that focuses on gender stereotypes and/or objectification.
- Materials that contain false or misleading, libelous, slanderous, or deceptive images.
- Advertisement of adult products, services or entertainment directed to sexual stimulation.
- Advertisement that depicts sexually explicit, obscene and/or pornographic images or words.
- Advertisement that contains discriminatory, derogatory, negative or personal attacks against individuals, groups, or organizations.
- Advertisement containing profanity or suggestive of the use of profanity.
- Advertisement that promotes or depicts illegal activities or products of any kind.
- All products, services, or entities that violate federal, state, or local laws.
- Advertisement that contains Miami-Dade County's name, brand, logo, slogans or other graphic representations of the transit system, unless written consent from DTPW Director is obtained prior to use.

### **2.19 Cybersecurity Requirements**

This Section defines cybersecurity requirements for all hardware, software, and firmware (hereinafter referred to as the "Products" for purposes of this Section) to be included in the Proposal, whether resident within a microprocessor-controlled system, provided as part of test or interface equipment, provided for the purpose of post-download data analysis and processing, or incorporated within training technology and manuals, and Bench Test Equipment (BTE) as defined in herein. These requirements apply to all Products that include processors or other programmable components such as Programmable Logic Devices (PLDs). All Products are subject to these same requirements. The Proposer, including all subcontractors and subsuppliers, at every tier, is required to comply with these requirements.

#### **2.19.1 H.R. 5515**

In accordance with US House of Representatives H.R. 5515 "National Defense Authorization Act for Fiscal Year 2019" House Bill, the Solution shall not utilize products or services from the manufacturers listed therein. Throughout the term of the Project Agreement, at the request of the County, the Proposer shall identify the country (or countries) of origin of Products to be provided. The Proposer shall notify the County of any changes no less than 90 days prior to the date that the change will be implemented or, in the event that the Proposer is not aware of such changes 90 days prior to the date the change will be implemented, as soon as the Proposer becomes aware of such changes. Any changes shall be subject to County approval prior to implementation. This is a mandatory requirement for all Products that will be used on the Project. The Proposer shall not be entitled to any adjustment to the Project Agreement for any costs incurred based upon any approved changes.

#### **2.19.2 Cybersecurity Practices**

The Proposer shall adhere to the specified cybersecurity practices detailed below. The Proposer has the affirmative duty to seek and identify any and all information that would result in actual or potential non-compliance for the duration of any Agreement. In the event of non-compliance, the Proposer shall immediately notify the County so that corrective action can be taken.

#### **Software and Services**

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1. The Proposer shall remove and/or disable, through software, physical disconnection, or engineered barriers, all services and/or ports in the product not required for routine operations, emergency operations, or troubleshooting. This will include communication ports and physical input/output ports (e.g., USB docking ports, video ports, UART ports, and serial ports). The Proposer shall provide documentation of disabled ports, connectors, and interfaces to the County.
2. The Proposer shall provide summary documentation of the Product's security features and security-focused instructions on maintenance, support, and reconfiguration of the Product's default settings.
3. The Proposer shall disclose the existence of all known methods for bypassing computer authentication contained in the product, often referred to as "backdoors," and provide written documentation that all such backdoors have been permanently deleted from the Product.

### **Access Control**

1. The Proposer shall configure each component of the Product to operate using the principle of "least privilege." This includes operating system permissions, file access, device access, device/user accounts, and communications/ data transfer.
2. The Product shall include user accounts with configurable access and permissions associated with one or more defined user role(s).
3. The Product shall include a system administration mechanism for changing users' roles (e.g., group) or associations.
4. The Proposer shall configure the Product such that when a session or interprocess communication is initiated from a less privileged application, access will be limited to and enforced at the more privileged side.
5. The Proposer shall provide a method for protecting against unauthorized privilege escalation.
6. The Proposer shall document options for defining access and security permissions, user accounts, and applications with associated roles. The Proposer shall configure these options, as specified by the County.
7. The Proposer shall recommend methods to prevent unauthorized changes to the Basic Input/Output System (BIOS) and other firmware. If it is not technically feasible to protect the BIOS to reduce the risk of unauthorized changes, the Proposer shall document this and provide mitigation recommendation.
8. The Proposer shall verify and provide documentation for the product, attesting that unauthorized logging devices are not installed (e.g., key loggers, cameras, and microphones), as specified by the County.
9. The Proposer shall deliver a product that enables the ability to configure its components to limit access to and from specific locations (e.g., security zones, business networks, and demilitarized zones (DMZs) on the network to which the components are attached, where appropriate, and provide documentation of the product's configuration as delivered.

### **Authentication/Password Policy and Management**

- A. The Proposer shall document the levels, methods, and capabilities for authentication and authorization of passwords. The Proposer shall ensure the Product adheres to standard authentication protocols.
- B. The Proposer shall protect all passwords, including, but not limited to the following methods: Proposer shall not store passwords in clear text and Proposer shall not hardcode passwords into software or scripts.

### **Logging and Auditing**

- A. The Proposer shall provide logging capabilities. Logging capabilities provided by the Proposer shall be configurable by the County and support security auditing requirements. As specified by the County, the Product shall cover the following events, at a minimum (as appropriate to their function):
  1. Information requests and device responses;



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2. Successful and unsuccessful authentication and access attempts;
  3. Account changes;
  4. Privileged uses.
- B. The Proposer shall time-stamp audit trails and log files, as specified by the County.
  - C. The Proposer shall provide security protection of log files with confidentiality and integrity.
  - D. The Proposer shall implement an approach for collecting and storing (e.g., transfer or log forwarding) log files.
  - E. The Proposer shall provide a list of all log management activities that the Product is capable of generating and the format of those logs. This list shall identify which of those logs are enabled by default.

### **Communication Restrictions**

- A. The Proposer shall provide information on all communications (e.g., protocols) required between the County's network security zones whether inbound or outbound, and identify each security zone.
- B. The Proposer shall provide a method to restrict communications traffic between different network security zones. The Proposer shall provide documentation on any method or equipment used to restrict communications traffic.
- C. The Proposer shall verify that the product allows use of unique, routable network address spaces that work within the County's network. The use of the following addresses is prohibited: 192.168.0.0/16, 172.16.0.0/12, and 10.0.0.0/8.
- D. The Proposer shall provide a method for managing the network components of the Product and changing configurations. (e.g., addressing schemes).
- E. The Proposer shall certify that the network configuration management interface is secure.

### **2.19.3 Independent Assessment of Software and Firmware Quality**

As part of the Project Agreement, the Proposer shall procure an independent third-party assessment of all software and firmware provided as part of the Solution. The assessment shall be performed by a qualified, independent organization authorized to provide services to the U.S. Government that maintains an active Facility Security Clearance in good standing. The assessment will be performed by personnel cleared at any level, i.e., confidential or above, under the Facility Clearance of the independent organization. The Proposer shall provide the name of the independent assessment organization. The independent third-party is subject to the County's approval.

The Proposer shall ensure that the independent assessment organization will directly mail the County, on its company letterhead, details of its facility clearance level, including:

- CAGE Code
- U.S. Government entity granting the Facility Clearance
- Date of expiration of Facility Clearance

The Proposer shall ensure that the third-party software quality assurance provider shall check software and firmware to ensure that critical application security weaknesses (including OWASP's Top 10 and SANS' Top 25 Most Dangerous Software Errors) are addressed. The Proposer shall ensure that the third-party quality assurance provider performs testing to identify potential cybersecurity weaknesses and vulnerabilities. This testing shall include, but is not limited to, fuzz testing, static testing, and dynamic testing. The Proposer shall ensure that the results of any independent software and firmware quality assurance assessment are sent directly from the third-party provider to the County and the Proposer. The Proposer shall provide a response to the third-party's assessment including plans to correct identified vulnerabilities. The Proposer's response and corrective action plan shall be sent to the County for approval.

This independent assessment of software and firmware quality (including the Proposer's response and Corrective Action Plan) is to be performed at any time of the County's choosing, as follows: one assessment after delivery of the

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pilot cars, but before their conditional acceptance; one assessment prior to completion of conditional acceptance of all base order cars; and one assessment for each option exercised and additional quantities ordered.

### **2.19.4 Independent Vehicle Penetration Test**

To demonstrate compliance with specified functional and cybersecurity requirements relating to these Technical Specifications, the Proposer shall procure an independent third-party penetration test/vulnerability assessment. This penetration test/vulnerability assessment shall be performed by a qualified, independent organization authorized to provide services to the U.S. Government that maintains a Facility Security Clearance in good standing. The assessment will be performed by personnel cleared at any level, i.e., confidential or above, under the Facility Clearance of the independent organization. The Proposer shall provide the name of the independent assessment organization. The independent third-party is subject to the County's approval.

The Proposer must ensure that the independent assessment organization will directly mail to the County, on company letterhead, the details of its facility clearance level, including:

- CAGE Code
- U.S. Government Entity granting the Facility Clearance
- Date of expiration of Facility clearance

The penetration test/vulnerability assessment shall cover all products included in or incidental to this procurement, as described in the other sections of the Specifications. The Proposer shall ensure that the results of any independent penetration test/vulnerability assessment are sent directly from the third-party provider to the County and the Proposer. The Proposer shall provide the County with a response to the third-party assessment, including a Corrective Action Plan to correct identified vulnerabilities subject to the County's approval.

This independent penetration test/vulnerability assessment is to be performed at any time of the County's choosing as follows: one penetration test/vulnerability assessment after delivery of the pilot cars, but before their conditional acceptance; one penetration test/vulnerability assessment prior to completion of conditional acceptance of all base order cars; and one penetration test/vulnerability assessment for each option exercised and additional quantity ordered.

### **2.19.5 Mobility Monitoring**

#### **A. Waterside Surveillance**

1. The Solution shall include Waterside Surveillance System (WSS) and provide ongoing maintenance and support services to maintain the WSS.
2. The WSS shall facilitate radar surveillance along the waterways adjacent to the Beach Corridor.
3. The WSS shall facilitate 2 cameras per radar location.
  - i. One camera with 4K Resolution and PTZ capability shall be used for tracking and following unidentified vessels that do not have the Automatic Identification System (AIS) maritime transponder/receiver as defined by the IMO (International Maritime Organization) which operates in the VHF frequency band.
  - ii. One Camera with 4K Resolution Fixed for video surveillance.
4. The WSS shall ensure integration with the Honeywell RVS software version 5.2 installed at the County.
5. The Proposer shall perform quarterly-scheduled preventative maintenance for the radars, the AC units and the cameras.

#### **B. Traffic Monitoring**

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1. The WSS must include a closed-circuit television (CCTV) subsystem that allows users to monitor and control IP-based digital video pan-tilt-zoom (PTZ) cameras for monitoring traffic along the entire Beach Corridor.
  2. Cameras shall have 4k resolution with 30 frames per second (FPS).
  3. The placement and number of cameras shall be approved by the County.
  4. The Proposer shall perform preventive maintenance service as per the manufacturers' recommendations.
- C. Center to Center
1. The WSS shall support center to center communication, as the County will be streaming the video to be accessed at various centers throughout the County such as the Traffic Management Center, Bus/Rail Traffic Control Center, SeaportC3 Security Center, and the Real Time Crime Center.
  2. The centers from the Beach Corridor and the County's Centers will not be comingled or integrated for Train Control or Traction Power.

### **2.19.6 Technology Refresh**

The Products shall include a technology refresh and upgrade for software and hardware to avoid obsolescence. Technology refresh shall occur no later than every 6 years.

### **2.19.7 Open Data Requirements**

The Products shall be configurable and include an open data platform using Application Programming Interface (API) technologies that enable bi-directional data sharing. All application data shall be made accessible via the open API. The County will own all data collected via the Products.

## **3 LIVING WAGE**

The Proposer, inclusive of all Subcontractors, shall comply with all of the requirements of the Miami-Dade County Wage Rates and Benefits Requirements, including those Living Wage Requirements which may be established under Section 2-8.9 of the Code of Miami-Dade County, as applicable, and which may be found at <http://www.miamidade.gov/smallbusiness/living-wage-reports.asp>.

## **4 COMPLIANCE WITH APPLICABLE LEGISLATION**

The Proposer agrees to comply with all applicable legislation, as may be amended, including but not limited to the following:

1. Miami-Dade County Responsible Wages & Benefits
  - a. Miami-Dade County Code Section 2-11.16
2. Community Workforce Program Provisions
  - a. Implementing Order 3-37
  - b. Miami-Dade County Code Section 2-1701
3. Residents First Training and Employment Program
  - a. Miami-Dade County Code 2-11.17
  - b. Implementing Order 3-61
4. Employ Miami-Dade Program
  - a. Administrative Order 3-63

## **5 PAYMENT AND PERFORMANCE BOND**

At least ten (10) days' before Proposer commences any construction work related to any portion of the Project or any materials are purchased from a supplier, Proposer shall execute, deliver to the County and record in the public records

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of the County, a payment and performance bond equal to the total cost of construction of the Project. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05, Florida Statutes, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the County and the Proposer beneficiaries thereof, as joint obligees. Proposer shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind ("Encumbrances"), to be placed on, or to cloud title of, County's fee simple interest in the Property and shall indemnify County for any costs, expenses, or damages County incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on the County's fee simple interest in the Property within thirty (30) days after Proposer receives written notice from County demanding removal of such Encumbrance, and in which case such Encumbrance shall be deemed a Proposer Event of Default. Proposer shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances of which Proposer has been given actual notice.

Alternatively to the 255.05 payment and performance bond, Proposer may: (1) provide the County with an alternate form of security in the form of a certified check that the County may deposit in a County-controlled bank account or an irrevocable letter of credit in a form and for an amount that is acceptable to the County ("Alternative Security"), to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing improvements on the Project have been paid and the Project has obtained Final Completion, and such Alternative Security shall meet the specifications set forth below; (2) require that each prime contractor hired by Proposer to perform work and/or make improvements on the Project shall provide a Performance Bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of his/her/its respective contract in a form acceptable to the County to insure that his/her construction work shall be completed by the contractor or, on its default, his/her surety and shall name the Landlord as an additional obligee and shall meet the specifications set forth below; and (3) each prime contractor hired by Proposer to perform work and/or make improvements on the Project shall provide a Payment Bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of his/her/its respective contract in a form acceptable to the County to secure the completion of the Project free from all liens and claims of sub-contractors, mechanics, laborers and material men and shall name the Landlord as an additional obligee and payee. The Alternative Security and the Bond(s) shall comply with the requirements of Section 255.05.

If Proposer provides the Alternative Security, Proposer shall also comply with the following obligations:

- I. Proposer shall obtain a Conditional Release of Lien from each of its prime contractor(s) at the time each progress payment is made.
- II. Lessee shall obtain an Unconditional Release of Lien from each of its prime contractor(s) within five (5) business days after payment is made.
- III. In the event Proposer's contractor(s) claim non-payment(s), and/or, fail to timely provide Unconditional Releases of Lien within the timeframe stipulated under these terms, Proposer reserves the right but not the obligation to:
  - (i) Reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or
  - (ii) Appropriate funds for such payment(s) from any cash deposit(s) or security posted and make payment(s) directly to the claimant(s).

In either case, Proposer shall within ten (10) business days of the County's notification to deposit an amount equal to the reduced/dischursed amount in the Landlord's escrow account or increase the irrevocable letter of credit so as to replenish the original amount of the cash deposit(s) or security posted.

## **RFP-01353 – Exhibit 1: Technical Specifications**

### **6 CONSTRUCTION STAGING SITES**

The Proposer shall be responsible for locating and acquiring its own facilities for construction staging along with obtaining any and all zoning and permit approvals and complying with all applicable Federal, State and local requirements.

### **7 OPERATIONS AND MAINTENANCE**

The Solutions shall include operation and maintenance for the term of the Project Agreement, and shall comply with the requirements outlined below.

#### **7.1 Operations**

The Proposer shall be responsible for all facets of Solution operation, and shall work in an integrated manner with the existing DTPW transit system to ensure convenient transfers between MetroBus, MetroRail, MetroMover and/or municipal circulators. Proposer shall be responsible for staffing all Solution related facilities, including the central control center, Multimodal Hub(s) / Transit Station, and maintenance facilities as well as providing appropriate security personnel for all facilities.

#### **7.2 Maintenance**

The Proposer shall be responsible for the maintenance of the Solution throughout the term of the Concession, which is defined as the stations, maintenance facility, guideway, vehicles and other infrastructure associated with the system, and includes the implementation of an asset management system to track the maintenance of the infrastructure, along with janitorial and landscaping services for the facilities.

### **8 HOUSE BILL 2500**

Rolling Stock provided as part of the Solution shall not be provided from contractors or subcontractors that would infringe on Miami-Dade County's eligibility to continue receiving federal financial assistance through the State of Good Repair Grants program under the requirements of House Bill 2500 (116<sup>th</sup> Congress) and its successor bills and/or its final version adopted into law for the perpetuity of the Term of this agreement.

**INTERIM AGREEMENT**

**This Agreement** (the “Agreement”) is made and entered , by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”), and \_\_\_\_\_ (the “Concessionaire”)(together, the “Parties” and each a “Party”)

**WITNESSETH**

**WHEREAS**, the County, through its Department of Transit and Public Works (“DTPW”), serves the mass transit needs of geographical Miami-Dade County; and

**WHEREAS**, on July 10, 2019, the Board of County Commissioners of the County adopted R-761-19 (the “Resolution”) directing a competitive solicitation for the same project purpose as an unsolicited proposal received by the County to design, build, finance operate and maintain a rapid transit system connecting mainland Miami to Miami Beach; and

**WHEREAS**, in furtherance of the Resolution, on \_\_\_\_\_ the County published Request for Proposals No. RFP-01353 (“RFP”) for Proposers to offer competitive Proposals to enter into an Interim Agreement to accomplish the project purpose; and

**WHEREAS**, Concessionaire was the highest-ranked responsive and responsible Proposer selected under the RFP; and

**WHEREAS**, the Parties have successfully negotiated and desire to enter into this Agreement to establish the framework for what the Parties expect to: (a) develop the details of the Project; (b) enhance the ability of both Parties to refine and advance the Concessionaire’s Proposal; (c) establish a productive and interactive working relationship between the Parties and other stakeholders; and (d) establish the parameters for the negotiation and Board review and approval of the Project Agreement;

**WHEREAS**, Concessionaire is qualified and ready, willing, and able to perform the Services set forth in this Agreement;

**NOW THEREFORE**, for and in consideration of the promises set forth below and other good and valuable consideration, the Parties agree as follows:

**Section 1. The Agreement.** This Agreement establishes the terms and conditions for the development and negotiation of the Project Agreement to accomplish the Project as contemplated in the RFP and as set forth in the Proposal. The County also engages the Concessionaire to perform the Pre-Development Work for the Project as set forth in this Agreement, and Concessionaire hereby accepts such engagement subject to the terms and conditions of this Agreement. The Agreement incorporates this document, and the following appendices incorporated by reference: Exhibit A, Definitions; Exhibit B, Submittal Review and Approval Process; Exhibit C, Mandatory Submittals and Submittal Schedule and County Acceptance Form; Exhibit D, Preliminary Project

Schedule; Exhibit E, Key Personnel; Exhibit F, Requirements for Project Agreement; Exhibit G, Interim Agreement Availability Base Year Adjustment Matrix.

**Section 2. Definitions.** Capitalized terms shall have the meanings set forth in Exhibit A. Other definitions appear throughout the Agreement.

**Section 3. Concessionaire Responsibilities.** Concessionaire is the single party contracting with the County. Concessionaire shall be wholly responsible to the County for the performance of any and all responsibilities under this Agreement, and assumes any and all liabilities under this Agreement, notwithstanding Concessionaire's representation of the existence of other team participants and related entities.

**Section 4. Independent Contractor.** Concessionaire is an independent contractor retained by the County to perform the Pre-Development Work. Concessionaire is not authorized to act as an agent for or to undertake, direct or modify any contracts on behalf of the County. Concessionaire does not have any authority to bind the County to any contract with third-parties.

**Section 5. Pre-Development Work.**

5.1. In furtherance of the Project, Concessionaire shall, during the Pre-Development Phase undertake, and proceed diligently to completion, the tasks identified as Pre-Development Work as set forth in Exhibit C. Concessionaire shall be solely responsible for the procurement, purchase or contracting necessary for the delivery and the County's acceptance of the Pre-Development Work. The Pre-Development Work shall be performed and completed in accordance with the Submittal Schedule set forth as Exhibit C. The County's acceptance of the Pre-Development Work shall be in writing and in the form or substantially similar to the form set forth in Exhibit C. Concessionaire shall assume any and all costs of the Pre-Development Work, subject only to the reimbursement obligations of the County in the manner set forth in this Agreement.

5.2. Concessionaire shall perform the Pre-Development Work in accordance with the Preliminary Project Schedule set forth as Exhibit D.

5.3. The Parties shall negotiate in good faith with the objective of achieving Commercial Close. Except as may be provided in the Development Agreement, this Agreement shall be superseded and replaced once the Project Agreement is executed.

5.4. All of the services performed by Concessionaire under this Agreement shall be performed in accordance with Good Industry Practices and in accordance with Applicable Law and industry standards. All Submittals shall be prepared so that the Project, when constructed in accordance with such Submittals, is in compliance with all Applicable Law. The reports, studies, drawings and specifications, electronic models and other products and Submittals prepared by Concessionaire under this Agreement, must represent a thorough and competent solution for the Project or applicable component or portion thereof and shall reflect all architectural and engineering disciplines applicable. No Submittal shall be deemed completed until Accepted by the County.

5.5. For the purpose of exercising its rights and performing its obligations under this Agreement, the Concessionaire shall have the right to enter onto, and engage in the activities contemplated under this Agreement on those portions of the Project Site that are under the ownership or control of the Parties. Concessionaire shall be responsible for obtaining access to portions of the site that may not be under such ownership or control as necessary to perform its work under this Agreement. The County will cooperate with Concessionaire in obtaining such third-party approvals.

5.6. The Parties agree to cooperate with each other, and to exercise reasonable efforts to cause their respective contractors to cooperate with each other fairly, reasonably and in good faith in all respects and to identify and coordinate their efforts and interfere as little as possible with each other's activities being undertaken with respect to the Project.

5.7. Concessionaire shall include in all third-party contracts with architects and engineers a collateral assignment in favor of the County which allows the County, upon notice to the contracting party, to step into the shoes of the Concessionaire in the event of the termination of this Agreement. The collateral assignment shall not be contingent upon the County's payment to the third party contractor for any services delivered under the direction of the Concessionaire. The contracting party shall indemnify and hold the County harmless against any and all claims of the contracting party against the Concessionaire which precede the date of the County's written notice.

### **Section 6. Key Personnel**

6.1. Concessionaire shall retain, employ and utilize the individuals listed as Key Personnel in Exhibit E until such time as all relevant activities have been completed. Concessionaire shall not substitute any such individuals, except due to retirement, death, disability, incapacity or termination of employment or, with the prior consent of the County. The County will not unreasonably withhold, delay or condition such substitution if the proposed substitute possesses equal or greater experience, skill, knowledge and professional expertise in the relevant field.

6.2. Concessionaire shall notify the County in writing of any proposed replacement for any Key Personnel Position. The County shall have the right to review the qualifications and character of any proposed replacement and to approve or disapprove the same prior to the commencement of any of the work by such replacement individual.

6.3. Concessionaire shall cause each individual filling a Key Personnel position to maintain active any and all required licenses and continuing education requirements and to dedicate the full amount of time necessary for the proper prosecution of the work under this Agreement.

6.4. Concessionaire shall provide the County with phone and cell phone numbers and email addresses for all Key Personnel. Concessionaire shall provide to the County two (2) Key Personnel who the County can contact twenty-four (24) hours per day, seven (7) days per week as required, and who will have access to contact other Key Personnel as necessary.



**Section 7. Payment.** Concessionaire agrees to perform the Pre-Development Work for no compensation other than: (a) [to be negotiated with the selected Proposer per Section 13], or (b) upon execution of the Project Agreement, the amount set forth in the Project Agreement with respect to the Pre-Development Work, if any.

**Section 8. Negotiation of Project Agreement and Availability Payments**

8.1. So long as this Agreement is in effect, the Concessionaire shall have the exclusive right to negotiate the Project Agreement with the County.

8.2. The Project Agreement shall be based upon the Proposal and the RFP, and shall at minimum adhere to the requirements set forth in the term sheet attached hereto as Exhibit F.

8.3. If the Parties are not able to reach Commercial Close within 18 months of the Effective Date, the deadline for such Commercial Close may be extended by the County for an additional period of time not to exceed six (6) months.

8.4. The Concessionaire agrees that the Availability Payments to be made by the County to the Concessionaire during the Project Agreement shall be based upon the Availability Payments contained in Concessionaire's Proposal submitted in response to the RFP. During the term of this Agreement, the Concessionaire's proposed Availability Payment can only be adjusted pursuant to the Interim Agreement Availability Base Year Adjustment Matrix attached here as Exhibit G. Concessionaire shall provide notice to the County of any adjustment or change to the Availability Payment with a written narrative with supporting documents explaining the change in construction, operations, maintenance, life-cycle costs or other conditions causing the change. The proposed Availability Payment can only increase as set forth in the Interim Agreement Availability Base Year Adjustment Matrix and with the Concessionaire's written notice to the County as set forth herein.

8.6. Except as specifically provided in this Agreement, each Party shall be responsible for and bear its own costs and expenses incurred during and as a result of performing its activities, obligations and negotiations pursuant to this Agreement.

**Section 9. Concessionaire Representations and Warranties**

9.1. The Concessionaire hereby represents and warrants to the County that:

- (a) The Concessionaire is a legal entity organized and existing under the laws of the State of Florida, and has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Agreement, and to perform each and all of the obligations of the Concessionaire provided for herein. The Concessionaire is duly qualified to do business, and is in good standing, in the State of Florida.

- (b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of the Concessionaire; each person executing this Agreement on the Concessionaire's behalf has been duly authorized to execute and deliver each such document on the Concessionaire's behalf; and this Agreement has been duly executed and delivered by the Concessionaire.
- (c) Neither the execution and delivery by the Concessionaire of this Agreement nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under or a violation of the organizational documents of the Concessionaire or any other material agreements or instruments to which it is a party or which are binding on the Concessionaire or any of its property or assets or in a material default or violation of any Applicable Law.
- (d) This Agreement constitutes the legal, valid and binding obligation of the Concessionaire, enforceable against the Concessionaire in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.
- (e) There is no action, suit, proceeding, investigation or litigation pending or served on the Concessionaire or, to the Concessionaire's knowledge, threatened which (i) would reasonably be expected to have a material adverse effect on the ability of the Concessionaire to perform its obligations under this Agreement or (ii) challenges the Concessionaire's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the Concessionaire's representative executing this Agreement.

**Section 10. County Representations and Warranties**

10.1. The County hereby represents and warrants:

- (a) The County is a political subdivision of the State of Florida and has the right and authority to execute, deliver and perform each and all of the obligations of the County set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of the County; each person executing this Agreement on the County's behalf has been duly authorized to execute and deliver each such document on the County's behalf; and this Agreement has been duly executed and delivered by the County.
- (c) Neither the execution and delivery by the County of this Agreement nor the consummation of the transactions contemplated hereby, is in conflict with

or has resulted or will result in a default under or a violation of the County Code or any other material agreements or instruments to which it is a party or which are binding on the County or any of its property or assets or in a material default or violation of any Applicable Law.

- (d) This Agreement constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity including, without limitation, the doctrine of sovereign immunity.
- (e) There is no action, suit, proceeding, investigation or litigation pending or served on the County or, to the County's knowledge, threatened which (i) would reasonably be expected to have a material adverse effect on the ability of the County to perform its obligations under this Agreement or (ii) challenges the County's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the County's representative executing this Agreement.

**Section 11. Permitting and Right of Way Acquisition**

[To be negotiated with the selected Proposer]

**Section 12. Term and Termination**

12.1. The term of this Agreement shall commence on the Effective Date and shall expire eighteen (18) months thereafter unless otherwise extended or terminated earlier as provided in this Agreement. The County may, at its discretion, extend the term of this Agreement once for a period not to exceed six (6) months.

12.2. This Agreement shall terminate upon the earliest of (each date below on which any such termination occurs, as well as the expiration of the term of this Agreement shall be the "Termination Date"):

- (a) Commercial Close of the Project Agreement;
- (b) County's failure to perform any of its material obligations hereunder and such failure continues for thirty (30) days after written notice from Concessionaire, and if such failure is not capable of being cured within such 30 day period or other reasonable time period as mutually agreed to by the parties, if the County has not commenced to cure within such period and thereafter diligently pursued the same and the cure is not effected as promptly as possible and Concessionaire has given written notice of termination for such failure;

- (c) Concessionaire's failure to perform any of its material obligations hereunder and such failure continues for thirty (30) days after written notice from the County, and if such failure is not capable of being cured within such 30 day period or other reasonable time period as determined in the sole discretion of the County, if Concessionaire has not commenced to cure within such period and thereafter diligently pursued the same and the cure is not effected as promptly as possible and County has given written notice of termination for such failure; or
- (d) Either Party's thirty (30) days' written notice to the other in the event that the Parties reach an impasse in their negotiation of the Project Agreement, or either Party determines, in its sole discretion, that the Project is not feasible.

12.3. Concessionaire acknowledges and agrees that neither this Agreement nor the approval of any Pre-Development Work by the County, nor any performance of such work nor expenditure on any monies thereon shall grant or shall be deemed to have granted any rights in Concessionaire to enter into the Project Agreement, and the County's approval of the Project Agreement rests in the sole legislative discretion of the Board of County Commissioners of the County.

12.4. In the event of any termination of this Agreement, Concessionaire shall cooperate in all respects with the County. Such cooperation shall include, but not be limited to, delivery of drawings, specifications and any and all documents, and correspondence received from its architects and engineers, and the execution of any and all documents necessary to effectuate the proper assignment of any third-party contracts to the County including agreements to accomplish the same and estoppel certificates reflecting the status of any such third-party contracts. All Submittals, supporting documentation relating to submittals, and any draft or other document which upon completion would become a Submittal to the County, and other documents or work product relating to the design or administration of the Pre-Development Work completed or partially completed shall be delivered by Concessionaire to the County in the event of any termination, and the Concessionaire shall grant to the County proprietary ownership of such Pre-Development Work, free of restriction, in accordance with Section 13 below.

12.5. In the event of termination of this Agreement, the County reserves the right to proceed with the design and construction of the Project using any design and construction contracting method available to it. Concessionaire agrees to maintain plans and specifications, and other Project related documentation consistent with industry standards to allow for use by other contractors or through means other than the Project Agreement.

### **Section 13. Compensation for Concessionaire Pre-Development Work**

13.1. In exchange for the proprietary rights to any Pre-Development Work delivered to and accepted by the County, in the event of a compensable termination event, the County shall compensate the Concessionaire as follows:

[To be negotiated with the selected Proposer]

**14. Notice Requirements**

14.1. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

- (a) **To the County**  
Project Manager:  
Miami-Dade County  
Attention:  
Phone:  
Email:

- (b) **To Concessionaire**  
Attention:  
Phone:  
E-mail:

14.2. Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**15. Dispute Resolution Procedures**

15.1. Concessionaire must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that Concessionaire and the Project Manager are unable to resolve their difference, Concessionaire may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

15.2. In the event of such dispute, the Parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 14 days of the occurrence, event or act out of which the dispute arises.

15.3. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Concessionaire's performance, any Submittal or deliverable

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meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Concessionaire to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to Concessionaire. Except as such remedies may be limited or waived in Section 13.9 above or elsewhere in the Agreement, Concessionaire reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

15.4. Each Party shall bear its own attorneys' fees and costs in any dispute arising out of or pertaining to this Agreement and no Party will seek or accept an award of attorneys' fees or costs.

**Section 16. Vendor Registration and Conflict of Interests and Code of Ethics**

16.1 Vendor Registration: Concessionaire shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, Concessionaire confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit** (Section 2-8.1 of the Code of Miami-Dade County)  
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification** (Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit** (Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit** (Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
7. **Miami-Dade County Code of Business Ethics Affidavit** (Sections 2-8.1(j), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)

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11. **Miami-Dade County E-Verify Affidavit**  
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**  
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**  
(Resolution R-919-18)
14. **Subcontracting Practices**  
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**  
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**  
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**  
in order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
18. **Office of the Inspector General**  
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
20. **Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

16.2 Conflict of Interest and Code of Ethics: Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

16.3. The Concessionaire represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Concessionaire in this Agreement. This Agreement is entered into by the Concessionaire without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Concessionaire directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or



- ii) is an employee, agent, advisor, or consultant to the Concessionaire or to the best of the Concessionaire's knowledge any subcontractor or supplier to the Concessionaire.
- c) Neither the Concessionaire nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Concessionaire shall have an interest which is in conflict with the Concessionaire's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Concessionaire provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Concessionaire has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Concessionaire shall promptly bring such information to the attention of the County's Project Manager. Concessionaire shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Concessionaire receives from the Project Manager in regard to remedying the situation.

### **Section 17. Inspector General**

17.1 Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Concessionaire shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Concessionaire's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Concessionaire, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Concessionaire in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Concessionaire or any third party.

17.2 According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for

this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Concessionaire. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Concessionaire, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Concessionaire from the Inspector General or IPSIG retained by the Inspector General, the Concessionaire shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Concessionaire's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

## 18. Compliance With Laws

18.1. Concessionaire agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Agreement.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Agreement.
- c) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Concessionaire is certifying that the Concessionaire is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

18.2. The Concessionaire shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Concessionaire for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Concessionaire. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Concessionaire prior to authorizing work and as needed.

18.3. Notwithstanding any other provision of this Agreement, Concessionaire shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Concessionaire, constitute a violation of any law or regulation to which Concessionaire is subject, including but not limited to laws and regulations requiring that Concessionaire conduct its operations in a safe and sound manner.

### **Section 19. Non-Discrimination**

19.1. During the performance of this Agreement, Concessionaire agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

19.2. By entering into this Agreement, the Concessionaire attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Concessionaire or any owner, subsidiary or other firm affiliated with or related to the Concessionaire is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Concessionaire submits a false affidavit pursuant to this Resolution or the Concessionaire violates the Act or the Resolution during the term of this Agreement, even if the Concessionaire was not in violation at the time it submitted its affidavit.

### **Section 20. Public Communications**

20.1. Under no circumstances shall the Concessionaire without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Concessionaire first obtains the written approval of the County. Such approval

may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Concessionaire and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Concessionaire or such parties has been approved or endorsed by the County.

**Section 21. Bankruptcy**

21.1. The County reserves the right to terminate this Agreement, if, during the term of any contract the Concessionaire has with the County, the Concessionaire becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Concessionaire under federal bankruptcy law or any state insolvency law. Such termination shall be a termination pursuant to Section 12.2(c).

**Section 22. Governing Law**

22.1. This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**Section 23. Public Records and Contracts for Services Performed on behalf of the County**

23.1. The Concessionaire shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the 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 this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1<sup>ST</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

**Section 24. County's Rights as Sovereign**

24.1 Notwithstanding and prevailing over any contrary provision in this Agreement, it is expressly understood that the County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature. The County shall not by virtue of this Agreement be obligated to grant Concessionaire any approvals of applications for building, zoning, planning, improving, equipping, or development under present or future laws and ordinances of whatever nature.

24.2. Any County covenant or obligation that may be contained in this Agreement shall not bind the Board of County Commissioners, any zoning appeals board, the Department of Regulatory and Economic Resources of Miami-Dade County or any other County, local, federal or state department, authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the applicable County or other applicable governmental entities in the exercise of its police power; and the County shall be released and held harmless, by Concessionaire from any liability, responsibility, claims, consequential or other damages, or losses to Concessionaire or to any third parties resulting from denial, withholding, or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever.

**Section 25. Indemnification and Insurance**

25.1. Concessionaire shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Concessionaire or its employees, agents, servants, partners principals or subcontractors. The Concessionaire shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees

which may issue thereon. Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

25.2. Upon County's notification, Concessionaire shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

(To be determined)

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 N.W. 1st Street  
Suite 1300  
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve Concessionaire of this liability and obligation under this section or under any other section in this Agreement.

25.3. Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, Concessionaire shall have an additional five (5) business days to submit a corrected certificate to the County. If Concessionaire fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, Concessionaire shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such timeframe for submission has been extended by the County.

25.4. Concessionaire shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Agreement, Concessionaire shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover

the Agreement period, the County may suspend the Agreement until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause, and Concessionaire shall be responsible for all direct and indirect costs associated with such termination.

**Section 26. Miscellaneous Provisions**

26.1. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

26.2. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

26.3. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

26.4. The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Concessionaire and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Concessionaire

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Corporate Secretary/Notary  
Public

Name: Carlos A. Gimenez  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

**EXHIBIT A TO THE INTERIM AGREEMENT**

**Definitions**

When used in the Agreement, the following terms shall have the meaning set forth below:

“Applicable Law” means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive or other requirement having the force of law or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to the Project, the Pre-Development Work or any relevant person, whether taking effect before or after the Effective Date.

“Commercial Close” shall mean the approval by the Board of County Commissioners of Miami-Dade County of the Project Agreement.

“Concessionaire” means \_\_\_\_\_.

“Project Agreement” means the comprehensive agreement between the County and Concessionaire to complete the Project.

“Effective Date” means the effective date of the resolution of the Board of County Commissioners of Miami-Dade County approving this Agreement.

“Good Industry Practice” means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced developer, and any person retained by the developer for the performance of the work, using accepted design and construction standards and criteria normally used on similar projects, and engaged in the same type of undertaking.

“Interim Agreement” means this Agreement.

“Pre-Development Phase” means the period between the Effective Date of the Interim Agreement and Commercial Close, which shall not occur later than \_\_\_\_\_, as the same may be extended pursuant to the terms of this Agreement, unless sooner terminated under the provisions of this Agreement.

“Pre-Development Submittal Schedule” means that schedule of submittals, with reimbursement amounts subject to the terms and conditions of this Agreement, set forth as Exhibit C.

“Pre-Development Work” means all the work and services to be provided by the Concessionaire during the term of the Interim Agreement up to the time of Commercial Close including but not limited to all the Deliverables in Exhibit C of this Agreement.

“Preliminary Project Schedule” means the schedule for completion of the work necessary to complete the Project set forth as Exhibit D.

“Project” means and encompasses all tangible and intangible services and work to be provided to the County to design, permit, construct/build, finance, operate and maintain a full turn-key services for a Rapid Mass Transit Solution for the Beach Corridor Trunk Line of the County’s SMART Plan, connecting the Downtown/Overtown (Mainland) area and South Beach. For the purposes of this Agreement, the term “Project” encompasses and incorporates all the services and work defined and described in the RFP’s defined terms of Project and Solution.

“Proposal” means the proposal offered by Concessionaire in response to the RFP.

“RFP” means Request for Proposals No. RFP-01353, inclusive of all addenda issued, if any, to the RFP.

**EXHIBIT B TO THE INTERIM AGREEMENT**

**Submittal Review and Approval Process**

The Concessionaire shall provide all Submittals for Pre-Development Work in accordance with Exhibit C.

The Concessionaire and the County have agreed to create the following Working Groups with members appointed by each of the Parties to address specific issues of the Pre-Development Work which require further expertise.

*Working Groups:*

- Legal/Commercial
- Technical

The Parties may agree on creating additional Working Group and/or changing the scope of work of any of them. These groups will be coordinated by the steering committee comprised of an equal number of representatives of each of the Parties and proposed by the Parties acting reasonably (the "Steering Committee").

The Working Groups may work on further defining and agreeing on the content of Submittals A and B. The content of the Submittals will be based on the Technical Provisions, the Proposal and this Agreement.

Types of Submittals: Submittals "A" and "B"

There will be two types of Submittals ("Submittals A" and "Submittals B"), as identified on Exhibit B. The following procedures will apply to each of the Submittals.

**Procedure for Submittals A:**

The Concessionaire shall submit to the County each Submittal by the applicable deadline set forth in Exhibit C. Provided that the Submittal meets the description established in Exhibit C, it will be considered as duly fulfilled.

If the County has justified reasons to consider that the Submittal does not comply with the description included in Exhibit C, the Steering Committee will meet on the next Business Day following the Submittal to resolve the outstanding issues on such submission.

If the Steering Committee is not satisfied with the initial submission, it will state its reasons for the disapproval and the Submittal will be resubmitted to the Steering Committee addressing such issues. Once resubmitted, the Steering Committee will resolve on its approval or refusal on the next Business Day after the new submission. Unless there are justified reasons for refusing the initial submission, the delays caused by such refusal shall be understood as caused by the County.

While the approval of the Submittal is obtained, the Concessionaire may continue with other Pre-Development Work; provided however that the Concessionaire acknowledges that any additional Pre-Development Work, which may depend on a Submittal which is pending to be approved, may need to be modified, amended, expanded, reworked or redone in part or completely, and that any such revisions are the responsibility and risk of the Concessionaire.

**Procedure for Submittals B:**

When the Concessionaire has completed and achieved all of the requirements of a Submittal, the Concessionaire shall submit a written request for confirmation by the applicable Working Group (as set forth in Exhibit C) for review and approval, as set forth in this Agreement.

The written request shall include a statement identifying the Submittal that has been completed and shall also include all relevant work product and documentation necessary for verification of completion.

The Working Group will have five (5) Business Days to issue its recommendation to the Steering Committee on the Submittal. If the Working Group does not provide a recommendation for approval within those five (5) Business Days, because it finds that any Submittal must be amended or is identified to be outdated, incomplete or contains errors, the Working Group will meet as soon as it notices or considers that such amendment or update is required (but, in any event, no later than on the fifth Business Day since the Submittal was presented) to clarify whether the Submittal needs to be amended and, if so, the elements to be addressed in the amendment.

If no agreement can be reached at the Working Group during such meeting on how to amend or approve the Submittal, the team executives from the County and the Concessionaire will meet on the following Business Day (i.e., the sixth (6<sup>th</sup>) Business Day since the Submittal was presented) and will make their best efforts to reach an agreement in the maximum period of two (2) Business Days.

If the Working Group recommends the approval of the Submittal, the Steering Committee will have two (2) Business Days to accept or reject the recommendation from the Working Group. If the Steering Committee does not agree with approval of the Submittal, it will meet with the Concessionaire as soon as it notices that it will not agree with the recommendation (but in any event, no later than on the second (2<sup>nd</sup>) Business Day since it received the Working Group recommendation) to clarify whether the Submittal needs to be amended and, if so, the elements to be addressed in the amendment.

While these approvals are obtained, the Concessionaire may continue with other Pre-Development Work; provided however that the Concessionaire acknowledges that any additional Pre-Development Work, which may depend on a Submittal which is pending to be approved, may need to be modified, amended, expanded, reworked or redone in part or completely, and that any such revisions are the responsibility and risk of Concessionaire.

**Extensions of deadlines**

If the Concessionaire is rendered wholly or partly unable to meet any Submittal by the deadline set forth in the Pre-Development Submittal Schedule in Exhibit B because of a Force Majeure Event, delays caused by the County or breach by the County of this Agreement, the Concessionaire's time to meet such deadline shall be extended to the extent such delay impacted its ability to maintain its schedule by the actual number of calendar days the Concessionaire was delayed.

To the extent that such deadlines are extended under this Exhibit, the deadlines set forth in Article 5 of this Agreement will (i) in the case of an act or omission by the County in breach of this Agreement or in case of a delay caused by the County, be automatically extended by the number of calendar days by which any Submittal affected by the County act or omission was extended pursuant to this section or (ii) in the case of a Force Majeure Event, be extended by mutual agreement of the Parties, but at least for the number of days of delay caused by such event.

Along with the extension of Article 5 of this Agreement, the Term of this Agreement may also be extended, acting in a reasonable manner, if the act, omission, delay or event caused by the County or the Force Majeure Event results in the parties being unable to meet the submittal schedule as set forth on Exhibit C. Prior to a Term extension request, pursuant to this paragraph, the Parties will make all reasonable efforts to keep the original Pre-Development Submittal Schedule. Any Term extension will be negotiated in good faith.

### **Monthly Reports**

The Concessionaire shall submit to the Steering Committee written reports no later than the first day of each month during the Term, setting forth a description of the status of the Concessionaire's compliance with the Pre-Development Submittal Schedule, in such form as shall be mutually agreed to by the Parties.

### **Force Majeure Event**

"Force Majeure Event" is defined as, with respect to each Party, the occurrence and continuing impact of an event, act, omission, condition, or circumstance beyond such Party's reasonable control and due to no fault of such Party, or persons for whom such Party is responsible, that prevents or delays such Party from performing any of its obligations pursuant to this Agreement, including (i) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Project Site; (ii) any act of riot, insurrection, civil commotion, act of terror or sabotage that causes direct physical damage to the Project Site; (iii) nuclear explosion, radioactive or chemical contamination of the Project Site; (iv) fire or explosion; (v) earthquake; (vi) hurricane force winds, tornadoes, floods, tsunami, named windstorms or snow or ice storms that are not ordinarily encountered at the Project Site; or (vii) any event resulting in the declaration of a state of emergency. Notwithstanding the foregoing, an event will not constitute a Force Majeure Event under this Agreement if such event is otherwise specifically dealt with in this Agreement or arises by reason of any of the following: (1) the negligence or willful misconduct of such Party or persons for whom such Party is responsible (the "Related Parties"); (2) any act or omission by such Party or the Related Parties in breach of the provisions of this Agreement; (3) any strike, labor dispute or labor protest directed solely at such Party or any Related Party or caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of such Party or any Related Party; (4) market conditions or economic conditions affecting such Party's ability to meet its financial obligations or the availability, supply, or cost of labor, equipment and materials, construction equipment and supplies, or commodities, other than as a result of the events described in clauses (i) through (vii) above; or (5) weather conditions, other than the events described in clauses (vi) and (vii) above.

**EXHIBIT C TO THE INTERIM AGREEMENT****Mandatory Submittals and Submittal Schedule**

During the Term, the Concessionaire shall provide all Submittals in accordance to the Submittal Schedule below. The list of Submittals is subject to updates and changes during the Interim Agreement pursuant to collaborative work between Concessionaire and the County.

Item	Submittal	Description of Deliverable	Type of Submittal (A or B)	Due Date for Submission	Working Group
1.	Access to Project Site	Execution of access agreement regulating access by the Concessionaire to the Project Site.	B	Within 30 days of the date of the Interim Agreement.	Legal/ Commercial
2.	Utility Survey	Preliminary utilities survey analyzing the subsurface conditions at the Project Site as they relate to design and construction.	B	Within 180 days of the date of the Interim Agreement.	Technical
3.	Geotechnical Survey	Preliminary geotechnical exploration report analyzing the subsurface conditions at the Project Site as they relate to design and construction.	B	Within 180 days of the date of the Interim Agreement.	Technical
4.	Environmental Reports	Phase I and, if necessary, Phase II environmental reports with respect to the Project Site.	B	Within 180 days of the date of the Interim Agreement.	Technical
5.	Ridership Forecast, if applicable	If the Concessionaire proposes to collect Project revenues, Project ridership forecast using the FTA's Simplified Trip-on-Project Software package.	B	90 days prior to end of Term	Technical
6.	Alignment	Final alignment of mass transit system	B	90 days prior to end of Term	Technical
7.	Technical Provisions	Final form of Technical Provisions	B	90 days prior to end of Term	Technical

Item	Submittal	Description of Deliverable	Type of Submittal (A or B)	Due Date for Submission	Working Group
8.	NEPA <sup>1</sup>	Completion of NEPA approval process, including issuance of final environmental assessment or environmental impact statement.	N/A	60 days prior to end of Term	
9.	FDOT Prequalification Documents	Concessionaire to provide copies of documentation demonstrating compliance with all FDOT Prequalification Requirements based upon agreed upon Project scope.	B	90 days prior to end of Term	Technical
10.	Negotiation of Project Agreement	Final form of Project Agreement	B	Negotiation to begin a minimum of 180 days prior to the end of Term. Final form to be provided 30 days prior to end of Term	Legal/ Commercial
11.	Preliminary Construction Drawings		A	30 days prior to end of Term	Technical
12.	Pricing	Fixed construction and operations and maintenance pricing.  Final forms of construction and, if applicable, operations and maintenance contracts.	B	30 days prior to end of Term	Legal/ Commercial

<sup>1</sup> Note that this is inherently a County-driven process.



Item	Submittal	Description of Deliverable	Type of Submittal (A or B)	Due Date for Submission	Working Group
13.	Financing Commitment	<p>Final financial model setting forth the optimal financial solution agreed to between the Concessionaire and the County with respect to the Project.<sup>2</sup></p> <p>A model audit addressed to lenders confirming that the model properly reflects the contractual obligations and other stated assumptions and that accounting and taxation calculations are correct.</p> <p>Firm financing commitment from proposed lenders, including their acceptance of the final form Project Agreement, subject only to satisfaction of conditions precedent. The financing commitment shall be for a period of at least 180 days.</p>	A	15 days prior to end of Term	Legal/Commercial
14.	Executed Project Agreement	Concessionaire execution of Project Agreement	A	End of Term	Legal/Commercial

[Compensation, if any, for Pre-Development Work and Deliverables above to be negotiated with the selected Proposer]

<sup>2</sup> Benchmark interest rates and credit spreads to be lock-in with changes in respect of the same to be borne by a the Owner in accordance with the terms of the Project Agreement.

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**EXHIBIT D TO THE INTERIM AGREEMENT**

**Preliminary Project Schedule**

**(To be negotiated with selected Proposer)**

**EXHIBIT E TO THE INTERIM AGREEMENT**

**Key Personnel**

**(To be negotiated with selected Proposer)**

**EXHIBIT F TO THE INTERIM AGREEMENT****Requirements for Project Agreement****(To be negotiated with selected Proposer)**

1.	Scope	Concessionaire to design, permit, construct/build, finance, operate and maintain a Rapid Mass Transit Solution on the Beach Corridor Trunk Line of the County's SMART Plan that is intended to connect the Downtown/Overtown (Mainland) area to the South Miami Beach area in exchange for County availability payments beginning at Substantial Completion.
2.	Financing	Concessionaire to provide financing to include the costs of design, construction, operations and long-term maintenance of the Solution. Concessionaire shall finance the Solution from construction, during operations and to the end of the term of the Project Agreement.
3.	Availability Payments and Deductions	Concessionaire shall be entitled to begin to receive availability payments from the County. Availability payments shall include a fixed reimbursable for the cost of design and construction, and the costs of financing the Project. Availability payments shall also include an indexed amount to pay the costs of operating and maintaining the Rapid Mass Transit Solution on the Beach Corridor Trunk Line during the term of the Project Agreement. Availability payments shall be subject to deductions due to the Concessionaire's quality and service failures and availability failures. The amount of the deductions to be specified in the Technical Provisions of the Project Agreement.
4.	Availability Payment Period	Availability payments will commence on Substantial Completion and end on the expiration of the Project Agreement, whereupon the County will have no further payment obligations to the Concessionaire.
5.	Project Agreement Term	Subject to the County's termination rights should the Concessionaire fail to achieve Substantial Completion on the date agreed to by the Parties, the Project Agreement Term shall expire thirty years after Substantial Completion.
6.	Design	The County will have design approval rights at various design completion stages to be specified in the Project Agreement.
7.	Farebox Revenues	Concessionaire may keep fares and ride fees. Concessionaire is entitled to charge one-way fares to those riders that are not weekly or monthly EASY Card Passholders. Concessionaire shall not collect fares or ride fees of any kind from weekly or monthly EASY Card Passholders. Concessionaire shall not be entitled to any ridership guarantee from the County.
8.	Ancillary Revenues	Concessionaire entitled to revenues from ancillary sources such as food and beverages sales, other retail sales, naming rights and advertising. Concessionaire shall not be entitled to the following forms of revenue: utilities, cell phone towers, dark fiber or certain real property interests on public property. The specific delineation of Concessionaire's right to ancillary revenues to be negotiated in Project Agreement.

9.	Permitting	Concessionaire will be responsible for obtaining all governmental land use, zoning, building and other permits required to construct and operate the Rapid Mass Transit Solution on the Beach Corridor Trunk Line.
10.	Utilities	Concessionaire will be responsible for providing or arranging for all utilities required for the development and operation of the Rapid Mass Transit Solution on the Beach Corridor Trunk Line.
11.	Construction	Construction shall be accomplished in accordance with all applicable State and County requirements for construction.
12.	Payment and Performance Bond	Concessionaire shall bond the total cost of construction through a payment and performance bond(s), alternative form of security or combination of one or more such instruments, in the construction phase of the Project, all in accordance with the requirements of Section 255.05 of the Florida Statutes.
13.	Social and Economic Programs	<p>Unless prohibited by the funding source or federal or Florida law, Concessionaire shall comply with all County requirements for construction, as applicable, including:</p> <ul style="list-style-type: none"> <li>• Responsible Wages (Section 2-11.16 of the County Code and Implementing Order 3-24)</li> <li>• First Source Hiring Referral Program (Section 2-2113 of the County Code)</li> <li>• Art in Public Places Program (Section 2-11.15 of the County Code)</li> <li>• First Source Hiring Referral Program (Section 2-2113 of the County Code)</li> <li>• Residents First Training and Employment Program (Section 2-11.17 of the County Code)</li> <li>• Community Workforce Program (Section 2-1701 of the County Code )</li> <li>• Employ Miami-Dade Program (Administrative Order 3-63)</li> <li>• Living Wages (Section 2-8.9 of the County Code).</li> </ul>
14.	Step-in Rights	The County will have temporary and permanent step-in rights in the event of default. Concessionaire's agreements shall provide for assignment to the County as necessary to implement the County's step-in rights.
15.	Indemnification	The Project Agreement will provide for comprehensive indemnification of the County from Concessionaire protecting the County from any act relating to or resulting from the performance of the Project Agreement by the Concessionaire or its Team Members, employees, agents, servants, partners, principals or subcontractors. This indemnification shall be in addition to any other insurance or other protection required by the Project Agreement.
16.	Insurance	Concessionaire shall provide to the County Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements of the Project Agreement.
17.	Inspector General Reviews	According to Section 2-1076 of the County Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit shall be one quarter of one percent of the total contract amount and the cost shall be included in any proposed price. The

		audit cost will be deducted by the County from payments to the Concessionaire, as applicable.
18.	Ownership / Change in Control	Section 2-8.1 of the County Code requires disclosure of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the Project Agreement, subject to the provisions and limitations therein. The Project Agreement will set forth limitations to, and the process for, transfer in interest or change of ownership.
19.	Owner Initiated Changes	The Project Agreement will set forth the process for owner initiated changes.
20.	Project Agreement Assignment	Concessionaire shall not assign, transfer, convey or otherwise dispose of the Project Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.
21.	Lifecycle Maintenance and Handback	The Rapid Mass Transit Solution on the Beach Corridor Trunk Line shall be maintained to the level of operation in the Project Agreement's Technical Provisions including all lifecycle maintenance, repairs and capital replacement. Concessionaire shall turn over the operations and maintenance Rapid Mass Transit Solution on the Beach Corridor Trunk Line to the County at the end of the Project Agreement in the condition specified by the Project Agreement.
22.	Termination for Cause	The County may cancel or terminate the Project Agreement due to default by Concessionaire, after reasonable periods to cure.
23.	Termination for Convenience	The County may cancel or terminate the Project Agreement at any time, in its sole discretion, without cause, by written notice to Concessionaire. Consequences for termination for convenience, including County obligations to reimburse Concessionaire in the event of such termination, to be set forth in Project Agreement.
24.	Relief Events	Project Agreement will set forth certain events, including force majeure, which extend periods for compliance by both parties of certain obligations under Project Agreement.

**EXHIBIT G TO THE INTERIM AGREEMENT**

**Interim Agreement Availability Payment Base Year Adjustment Matrix**

**(To be negotiated with selected Proposer)**

Increase in Construction Costs	Change in Capital Charge (As of March 1, 2021)	Decrease in Construction Costs	Change in Capital Charge (As of March 1, 2021)
5%	\$	5%	
10%		10%	
20%		20%	
30%		30%	
Increase in Operating & Maintenance Costs	Change in Facility Management Charge (As of March 1, 2021)	Decrease in Operating Costs	Change in Facility Management Charge (As of March 1, 2021)
5%		5%	
10%		10%	
20%		20%	
30%		30%	
Increase in Interest Rates	Change in Capital Charge (As of March 1, 2021)	Decrease in Interest Rates	Change in Capital Charge (As of March 1, 2021)
25 basis point (bps)		25 bps	
50 bps		50 bps	
100 bps		100 bps	
150 bps		150 bps	
200 bps		200 bps	

## Exhibit 3: RFP-01353: Project Agreement Term Sheet

Miami-Dade County, FL

RFP No. RFP-01353

This Term Sheet provides a summary of certain anticipated proposed terms for the Project Agreement. This Term Sheet is subject to changes and updates and does not reflect all terms relevant to the Project. The final terms of the Project Agreement are to be negotiated between the County and Concessionaire during the term of the Interim Agreement.

1.	Scope	Concessionaire to design, permit, construct/build, finance, operate and maintain a Rapid Mass Transit Solution on the Beach Corridor Trunk Line of the County's SMART Plan that is intended to connect the Downtown/Overtown (Mainland) area to South Miami Beach in exchange for County availability payments beginning at Substantial Completion.
2.	Financing	Concessionaire to provide financing to include the costs of design, construction, operations and long-term maintenance of the Solution. Concessionaire shall finance the Solution from construction, during operations and to the end of the term of the Project Agreement.
3.	Availability Payments and Deductions	Concessionaire shall be entitled to begin to receive availability payments from the County. Availability payments shall include a fixed reimbursable for the cost of design and construction, and the costs of financing the Project. Availability payments shall also include an indexed amount to pay the costs of operating and maintaining the Rapid Mass Transit Solution on the Beach Corridor Trunk Line during the term of the Project Agreement. Availability payments shall be subject to deductions due to the Concessionaire's quality and service failures and availability failures. The amount of the deductions to be specified in the Technical Provisions of the Project Agreement.
4.	Availability Payment Period	Availability payments will commence on Substantial Completion and end on the expiration of the Project Agreement, whereupon the County will have no further payment obligations to the Concessionaire.
5.	Project Agreement Term	Subject to the County's termination rights should the Concessionaire fail to achieve Substantial Completion on the date agreed to by the Parties, the Project Agreement Term shall expire thirty years after Substantial Completion.
6.	Design	The County will have design approval rights at various design completion stages to be specified in the Project Agreement.
7.	Farebox Revenues	Concessionaire may keep fares and ride fees. Concessionaire is entitled to charge a one-way fare to those riders that are not weekly or monthly EASY Card Passholders. Concessionaire shall not collect fares or ride fees of any kind from weekly or monthly EASY Card Passholders. Concessionaire shall not be entitled to any ridership guarantee from the County.



8.	Ancillary Revenues	<p>Concessionaire entitled to revenues from other ancillary sources such as food and beverages sales, other retail sales, naming rights and advertising.</p> <p>Concessionaire shall not be entitled to the following forms of revenue: utilities, cell phone towers, dark fiber or certain real property interests on public property.</p> <p>The specific delineation of Concessionaire's right to ancillary revenues to be negotiated in Project Agreement.</p>
9.	Permitting	Concessionaire will be responsible for obtaining all governmental land use, zoning, building and other permits required to construct and operate the Rapid Mass Transit Solution on the Beach Corridor Trunk Line.
10.	Utilities	Concessionaire will be responsible for providing or arranging for all utilities required for the development and operation of the Rapid Mass Transit Solution on the Beach Corridor Trunk Line.
11.	Construction	Construction shall be accomplished in accordance with all applicable State and County requirements for construction.
12.	Payment and Performance Bond	Concessionaire shall bond the total cost of construction through a payment and performance bond(s), alternative form of security or combination of one or more such instruments, in the construction phase of the Project, all in accordance with the requirements of Section 255.05 of the Florida Statutes.
13.	Social and Economic Programs	<p>Unless prohibited by the funding source or federal or Florida law, Concessionaire shall comply with all County requirements for construction, as applicable, including:</p> <ul style="list-style-type: none"> <li>• Responsible Wages (Section 2-11.16 of the County Code and Implementing Order 3-24)</li> <li>• First Source Hiring Referral Program (Section 2-2113 of the County Code)</li> <li>• Art in Public Places Program (Section 2-11.15 of the County Code)</li> <li>• First Source Hiring Referral Program (Section 2-2113 of the County Code)</li> <li>• Residents First Training and Employment Program (Section 2-11.17 of the County Code)</li> <li>• Community Workforce Program (Section 2-1701 of the County Code)</li> <li>• Employ Miami-Dade Program (Administrative Order 3-63)</li> <li>• Living Wages (Section 2-8.9 of the County Code)</li> </ul>
14.	Step-in Rights	The County will have temporary and permanent step-in rights in the event of default. Concessionaire's agreements shall provide for assignment to the County as necessary to implement the County's step-in rights.
15.	Indemnification	The Project Agreement will provide for comprehensive indemnification of the County from Concessionaire protecting the County from any act relating to or resulting from the performance of the Project Agreement by the

		Concessionaire or its Team Members, employees, agents, servants, partners, principals or subcontractors. This indemnification shall be in addition to any other insurance or other protection required by the Project Agreement.
16.	Insurance	Concessionaire shall provide to the County Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements of the Project Agreement.
17.	Inspector General Reviews	According to Section 2-1076 of the County Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit shall be one quarter of one percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from payments to the Concessionaire, as applicable.
18.	Ownership Change Control	Section 2-8.1 of the County Code requires disclosure of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the Project Agreement, subject to the provisions and limitations therein. The Project Agreement will set forth limitations to, and the process for, transfer in interest or change of ownership.
19.	Owner Initiated Changes	The Project Agreement will set forth the process for owner initiated changes.
20.	Project Agreement Assignment	Concessionaire shall not assign, transfer, convey or otherwise dispose of the Project Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.
21.	Lifecycle Maintenance and Handback	The Rapid Mass Transit Solution on the Beach Corridor Trunk Line shall be maintained to the level of operation in the Project Agreement's Technical Provisions including all lifecycle maintenance, repairs and capital replacement. Concessionaire shall turn over the operations and maintenance Rapid Mass Transit Solution on the Beach Corridor Trunk Line to the County at the end of the Project Agreement in the condition specified by the Project Agreement.
22.	Termination for Cause	The County may cancel or terminate the Project Agreement due to default by Concessionaire, after reasonable periods to cure.
23.	Termination for Convenience	The County may cancel or terminate the Project Agreement at any time, in its sole discretion, without cause, by written notice to Concessionaire. Consequences for termination for convenience, including County obligations to reimburse Concessionaire in the event of such termination, to be set forth in Project Agreement.
24.	Relief Events	Project Agreement will set forth certain events, including force majeure, which extend periods for compliance by both parties of certain obligations under Project Agreement.

## **RFP-01353 - Exhibit 4: Municipal Aspirational Objectives**

The City of Miami and City of Miami Beach are both key stakeholders in the Solution. Each has expressed aspirational objectives that where possible and feasible should be addressed as part of the Solution.

1. Effective and efficient connectivity regardless of modality, to provide to the maximum extent possible a direct, seamless, connection from Miami Beach to an integrated mobility hub, connecting to Metrorail, Metromover, Brightline, County bus service, municipal trolley service, and future Tri-Rail Coastal Link on the Florida East Coast rail corridor, to reduce transfers and maximize ridership potential for any mode and for all commuters.
2. Development and construction of an intermodal hub in Miami Beach.
3. Solution can provide or be compatible with a flexible non-intrusive technology that can operate at-grade within Miami Beach, be expanded through the City of Miami Beach and operate above-grade on Mac Arthur Causeway
4. Ensure that the service is aligned in a way to allow future expansion that provides accessibility to the Wynwood and Design districts.
5. Include the development and construction of an intermodal transit hub in Miami on Watson Island.
6. Development and operation of the Solution includes traffic mitigation and phasing plans during construction, particularly in consideration of other projects and major special events within the City of Miami and City of Miami Beach.

**PROPOSER INFORMATION SECTION****Federal Compliance**

In accordance with Section 2.17 of the RFP, Proposers shall complete Forma A-4 and A-5. Failure to complete the forms in the manner outlined therein may result in a Proposer being deemed nonresponsive.

**Technical Criteria 1: Proposer's Qualifications and Capabilities****Instructions to Proposers:**

All responses to this criteria shall comply with the following formatting criteria:

- Responses to this criteria shall be limited to 25 pages, excluding resumes, charts, and forms.
  - All pages shall be electronically formatted to be 8½" x 11", except as stated below.
  - Font shall be at least 11 point in Times New Roman (or 10 point for tables, graphics and captions).
  - Organizational charts and Forms may be electronically formatted to be 11" x 17" with legible font size.
  - Financial information (including financial capability information), such as that provided by reporting/auditing agencies, may be provided in different font sizes provided they are legible.
  - Margins shall be at least 1" all around. The page number may lie within the 1" margin.
  - Submissions should include the page numbers
  - Graphics related to organizational charts are permitted, provided they conform to the other format requirements listed.
1. Describe the each Team Members' past performance and experience and state the number of years that each Team Member has been in existence, the current number of employees, and the primary markets served. Provide a description of specific experience with Transit System Projects and Transit Oriented Developments, Include specific information about each Team Member, including Builder, Designer, Manufacturer and Operations and Maintenance Provider.
  2. Provide an affirmative statement that all Team Members have entered into teaming agreement(s) for the provision of the Solution in order to provide the County with assurances that the Proposer is capable of providing the Solution with the identified Team Members and in the manner outlined in this Proposal.
  3. Provide a description of no more than five (5) Rapid Transit Projects that demonstrate the Team Members unique and superior qualifications with respect to (1) design and delivery of similar systems, (2) design quality, (3) customer experience, (4) managing economic, local and disadvantaged business initiatives, (5) operations and maintenance experience for similar systems, (6) project financing and deal structure, and (7) Transit Oriented Development. The Proposal shall illuminate each cited project's primary objectives and limitations; and also identify the Team Members involved by firm and personnel, where applicable. Descriptions shall include project details such as construction time, cost, opening year, number of transit provider vehicles in service, performance data. The Proposal should also set forth the key performance metrics, tools and techniques developed to achieve each cited project's objectives, manage risks, capture opportunities, ensure product functionality and client acceptance at delivery and throughout operations; identify lessons learned during the project development, delivery, transition and operations phases and specifically cite elements of the project that are relevant to the Project.
  4. List all contracts which the Proposer or any Team Member has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer

must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer or Team Member was the prime contractor or subcontractor, and (vii) the results of the project.

5. Describe the Proposer's past experience with obtaining financing for similar projects, including any preliminary documentation demonstrating the ability to secure financing for the Project.
6. Provide a description of the Proposer's Team Member structure and allocation of roles and responsibilities within the Team Members and how Proposer will organizationally operate at each phase of the Project (i.e. planning, design, construction, operations, finance, etc.). Proposers should identify Key Personnel who play a strategic role within the Proposer's team and contribute materially to the Proposer's overall qualifications.
7. Describe the selection process for Team Members who will be determined at a later date, and how the Proposer's management structure will facilitate completion of all work required for the Project. Describe the Proposer's management and/or governance structure, including decision-making authority and anticipated processes for establishing and implementing interrelated project elements and project controls.
8. Identify the proposed Key Personnel and their roles. Describe each Key Personnel's specific experience related to the role, as well as experience, generally, which qualifies them to be part of the Proposer's leadership that will deliver responsive and innovative solutions for the Project. Provide no more than 3 example projects for each Key Person, and include contact information for project references. Identify how the examples cited provide qualification for their role on the Project.
9. Describe the prior experience (if any) with similar projects of the Team Members, examples of such Team Members working together, and the allocation of roles and responsibilities for this Project. Address the Proposer's ability to fill positions when vacancies occur due to lack of performance or other circumstances, especially Key Personnel.
10. Provide two organizational charts: One chart that shows the Proposer's structure and Team Members during the design and construction phase and a second chart that shows the Proposer's structure and Team Members during the operation and maintenance phase (after completion of construction). In each chart, clearly note Key Personnel and any other roles necessary to provide the required Services.
11. Provide the Experience Modification Rate (EMR) and OSHA forms 300 and 300A for the past five years for the Builder.
12. Describe the safety record and experience of the Operations and Maintenance Provider.
13. List the names and addresses of all identified subcontractors, and describe the extent of work to be performed by each subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project. For subcontractors that have not yet been identified, provide a detailed description of the selection process for identifying and awarding subcontractors.

Note: After Proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the Key Personnel or Team Members identified in its proposal.

**Technical Criteria 2: Technical Proposal****Instructions to Proposers:**

All responses to this criteria shall comply with the following formatting criteria:

- Responses to this criteria shall be limited to 20 pages, excluding preliminary engineering drawings.
- All pages shall be electronically formatted to be 8½" x 11", except as stated below.
- Font shall be at least 11 point in Times New Roman (or 10 point for tables, graphics and captions).
- Margins shall be at least 1" all around. The page number may lie within the 1" margin.
- Text contained on charts and exhibits shall be legible.
- Submissions should include the page numbers.
- Preliminary engineering documents shall be in conformance with the above requirements, however, design drawings, renderings, or other graphics may be electronically formatted to 11 x 17, formatted to allow for zooming in and out for review of detail and attached as a separate document.
- Graphics are permitted, provided they conform to the other format requirements listed.

14. Describe in detail the mode of transportation to be constructed in compliance with Section 2.1 of the Technical Specifications, including Manufacturer(s) information. Include a justification for such mode as compared to other forms of rapid transit.
15. Provide a detailed travel time comparison for travel between the Downtown Multimodal Hub to the City of Miami Beach Multimodal Hub / Transit Station for two different scenarios, one assuming no Transit Station at Watson Island and one with a Transit Station at Watson Island.
16. Provide information regarding Manufacturer warranties being proposed as well as extended warranty options for any Solution component, including infrastructure and vehicles.
17. Describe the location of the Multimodal Hub(s) / Transit Station and the strategies to operate the Solution in close proximity to and integrating it with the rest of the County's mass transit system, including a description of a direct transfer to either the Metrorail or Metromover systems and a Multimodal Hub in Miami Beach.
18. Identify specific applications of the Rapid Transit System Extensions Compendium of Design Criteria that are not applicable to the proposed Solution, and indicate applicable criterion that the Proposer's Solution utilizes.
19. Describe how the proposed Solution will provide connectivity to the Entertainment District in South Beach, identified as Patrol Area 4 in Exhibit 11.
20. Provide design documents, drawings, reports, analysis, or other documentation that describe, demonstrate and/or illustrate all Solution components and demonstrate the Solution's ability to provide the service levels described in Section 2 of the Technical Specifications. Examples include the following:
  - a. Drawings to include fixed guideway alignment (plan & profile), typical sections, site plan for stations, elevated guideway structural layout, site plan for new multimodal transit center, if proposed or how the proposed system integrates with an existing multimodal transit center; roadway plans, if the design requires roadway modifications; location of maintenance facility, size and location traction power substations, right-of-way plans, if the Project requires the additional property acquisition, how the Project provides an envelope for a future station at Watson Island, how the project is compatible with the 5<sup>th</sup> Street Pedestrian Bridge; etc.
  - b. Geotechnical Design and Considerations
  - c. Utility coordination and relocations (Note: Proposer shall be responsible for all utility coordination, impacts and relocations and their associated costs resulting from the Project)

- d. Landscaping
  - e. Illustrations or renderings of the Multimodal Hub(s) / Transit Station, vehicles, maintenance facility, or other infrastructure elements.
  - f. Illustrations of a station (s) on Watson Island that could be implemented as part of the Solution at the County's sole discretion to exercise the bid option.
21. Provide a detailed description of the Central Control Room to be provided, including information regarding all equipment outlined in Section 2.4.8 of the Technical Specifications. Include information on warranty and technology refresh cycles in order to keep technology current and operational.
22. Provide operational analysis defining travel time, cycle time, operating speed, maximum speed, and other pertinent operational analysis that would support fleet requirements, system availability and redundancy, operating costs, energy consumption, and Solution capacity (Vehicle capacity, number of vehicles to be provided, spares to be provided, frequency, headways, etc., for opening year and detailed description of timeline for increasing Solution capacity of frequency improvements). Analysis shall be included to address how this information satisfies projected travel demand.

**Technical Criteria 3: Project and Solution Approach****Instructions to Proposers:**

All responses to this criteria shall comply with the following formatting criteria:

- Responses to this criteria shall be limited to 20 pages, excluding the Project schedule.
- All pages shall be electronically formatted to be 8½" x 11", except as stated below.
- Font shall be at least 11 point in Times New Roman (or 10 point for tables, graphics and captions).
- Margins shall be at least 1" all around. The page number may lie within the 1" margin.
- Project schedule may be electronically formatted to be 11" x 17" with legible font size, and allowing for zooming in and zooming out for review of detail and attached as a separate document.
- Text contained on charts and exhibits shall be legible.
- Submissions should include the page numbers.
- Graphics are permitted, provided they conform to the other format requirements listed.

23. Provide a Project schedule identifying specific key tasks and duration, including a timeline for Project completion which describes all Project phases, including but not limited to all design, development, pre-construction studies, funding plan, permits, approvals that are required; construction, operation, maintenance, renewal/handback; etc. At a minimum the schedule will identify the following milestones: financial close, design, construction, start of revenue service/operations, end of the operations and maintenance term. Additional activities may be included beyond the minimum to reflect additional planning, environmental studies, cash flow, finance and funding requirements.
24. Describe the Proposer's approach to planning, design, and delivery of the Project and how it is like and different from those systems it described in response to Question No. 2 above. Identify specific challenges the Proposer foresees and how it plans to overcome them. Discuss how the Proposer would plan, conduct and control its work while minimizing impact on surrounding traffic and waterways. Describe in detail how the Proposer complies with all RFP and Technical Specifications.
25. Describe any innovative techniques or approaches used to deliver the Project, and how they would be managed to ensure that County's goals are met.
26. Provide an explanation of how the Solution will encourage or enhance both ridership and transit-oriented development.
27. Describe the Proposer's approach for dealing with change orders, the risk of funding shortfalls, and Solution handback.
28. Provide traffic control plans demonstrating how impacts to traffic and lane closures are minimized during construction.
29. Provide a description of the process for Solution expansion (i.e. the inclusion of additional Multimodal Hubs and/or Transit Stations). Include information on timeline, including Solution downtime and/or services interruptions related to expansion. Specifically include information pertaining to the Optional Watson Island Transit Station described in Section 2.2.5 of the Technical Specification, including design details, impact to construction schedule, impact to trip times, etc.
30. Explain how the Solution will be transitioned into operations, maintained, periodically refurbished and updated to meet functional needs and expectations over the term of the Project Agreement.



31. Describe the Proposer's approach to operating and maintaining the Solution, including with respect to lifecycle management, system and subsystem overhauls, and technology obsolescence. Describe all services to be provided as part of ongoing operation and maintenance, including on-site security guard services, janitorial services, and grounds maintenance. This section of the proposal must clearly state and address the following operating parameters: Operational analysis defining travel time, cycle time, and other pertinent operational analysis that would support fleet requirements, system availability and redundancy, operating costs, energy consumption, and system capacity.
32. Clearly describe and depict all land to be obtained or utilized for the Solution and the anticipated process for acquisition required to complete the Project.
33. Provide a description of propulsion methods to be used to rescue disabled vehicles.
34. Provide the anticipated location of the maintenance facility(ies).
35. Provide a schedule of preventative maintenance and infrastructure renewal and replacement for all Solution components.
36. Provide a traffic operational analysis to demonstrate the circulation of other connecting transit modes for the Miami-Beach station, including information that addresses and potential interference with existing vehicular traffic operations. Traffic Operational information shall be provided to demonstrate that the operations of the Multimodal Hub or transfer point does not interfere with or deteriorate existing roadway traffic conditions.
37. Describe to what extent the Solution addresses, can be compatible with, or is capable of facilitating via a future project or alternative (which may be implemented by third parties) the Municipal Aspirational Objectives described in Exhibit 4.

**Technical Criteria 4: Solution Security****Instructions to Proposers:**

All responses to this criteria shall comply with the following formatting criteria:

- Responses to this criteria shall be limited to 5 pages.
- All pages shall be electronically formatted to be 8½" x 11", except as stated below.
- Font shall be at least 11 point in Times New Roman (or 10 point for tables, graphics and captions).
- Margins shall be at least 1" all around. The page number may lie within the 1" margin.
- Text contained on charts and exhibits shall be legible.
- Submissions should include the page numbers.
- Graphics are permitted, provided they conform to the other format requirements listed.

38. Describe how the Proposer will comply with the Cyber Security Requirements outlined in Section 2.19 of the Technical Specifications.
39. Identify the country (or countries) of origin of all Products, as defined in Section 2.19 of the Technical Specifications, to be provided under the Proposal, or any subcontractors, at any tier that are known at the time of submission. Identify the countries where the development, manufacturing, maintenance, and service for the Products are provided or will be provided.
40. Provide detailed infrastructure and data flow diagrams for all major use cases related to the Open Data Requirements in Section 2.19.7 of the Technical Specifications.
41. Provide a plan outlining the understanding of the use of data collected, generated, identified, or transmitted in connection with the Solution.
42. Provide a detailed description of how the Proposer will comply with the PCI Security Standards outline in Exhibit 12.

**Technical Criteria 5: Interim Agreement**

**Instructions to Proposers:**

**All responses to this criteria shall comply with the following formatting criteria:**

- Responses to this criteria shall be limited to 5 pages.
- All pages shall be electronically formatted to be 8½" x 11", except as stated below.
- Font shall be at least 11 point in Times New Roman (or 10 point for tables, graphics and captions).
- Margins shall be at least 1" all around. The page number may lie within the 1" margin.
- Submissions should include the page numbers.

43. In addition to those milestones outlined in Exhibit 2 (Interim Agreement, Exhibit B), list and describe any additional milestones that the Proposer is requesting to include in the Interim Agreement. Additionally, identify if the Proposer is requesting to remove or alter any of the milestones listed.

**Technical Criteria 6: Local and Small Business Participation Plan****Instructions to Proposers:**

All responses to this criteria shall comply with the following formatting criteria:

- Responses to this criteria shall be limited to 5 pages, excluding evidence of Small Business Certification.
- All pages shall be electronically formatted to be 8½" x 11", except as stated below.
- Font shall be at least 11 point in Times New Roman (or 10 point for tables, graphics and captions).
- Margins shall be at least 1" all around. The page number may lie within the 1" margin.
- Text contained on charts and exhibits shall be legible.
- Submissions should include the page numbers.
- Graphics are permitted, provided they conform to the other format requirements listed.

44. Provide a local and small business plan for the Project and Solution that details Proposer's approach to maximize the use of firms that will meet the definition of local per Section 2-8.5 of the County Code or small business enterprise per Section 2-8.1.1.1.1 or 2-8.1.1.1.2. Provide the name, Miami-Dade County business address, copies of Small Business Certification approval letters or other evidence to demonstrate Small Business Certification, and describe the role for each local firm and/or small business enterprise the Proposer has already identified, if any.

**Price Criteria 1: Proposed Transaction Structure and Basis of Estimate****Instructions to Proposers:**

All responses to this criteria shall comply with the following formatting criteria:

- Responses to this criteria shall be limited to XX pages.
- All pages shall be electronically formatted to be 8½" x 11", except as stated below.
- Font shall be at least 11 point in Times New Roman (or 10 point for tables, graphics and captions). Financial information (including financial capacity information), such as that provided by reporting/auditing agencies, may be provided in a different font or size, provided they are legible.
- Margins shall be at least 1" all around. The page number may lie within the 1" margin.
- Text contained on charts and exhibits shall be legible.
- Submissions should include the page numbers.
- Graphics are permitted, provided they conform to the other format requirements listed.

45. Provide a narrative describing the proposed financing solution for the Project. Please include at least:
- a. Approach to funding all pre-construction costs, including development, due diligence, and design.
  - b. A basis of the estimate for the initial capital costs (construction and vehicles), including a detailed discussion of key cost drivers and risks associated with achieving the estimated costs.
  - c. A basis of the estimate of major maintenance / replacement and renewal for the Project, including timing and preparation for handback, and the basis for these estimates.
  - d. A basis of the estimate for operating and maintenance costs (excluding major maintenance), including a detailed description of the operating model, key cost drivers, and risks associated with achieving these costs.
  - e. Anticipated types, amount, and mixes of capital (e.g., construction loans, long-term private activity bonds, private equity contributions, etc.). Please describe anticipated repayment terms, tenors, ratings, and anticipated borrowing costs in today's market.
    - i. Please provide at least one letter of intent from a lending institution that would meet the debt needs of the financing solution, if debt will be used.
    - ii. Please provide any credit rating letters or documentation supporting the financing solution, if they were requested by the Proposer.
    - iii. Please provide at least one letter of intent from an Equity Participant that would meet the equity needs of the financing solution, if equity will be used.
    - iv. Provide evidence, including comparables, that the contemplated financing is achievable in current markets.
    - v. Discuss whether or not you intend to seek a rating for any debt issued.
    - vi. Provide a realistic financing schedule and describe the key steps or process the Proposer intends to follow to negotiate financing agreements and obtain committed financing, including any input required from the County.
    - vii. Provide documentation that demonstrates that the Equity Participants have a successful track record in equity financing for comparable projects.
  - f. A discussion of financial approaches to mitigating cost overruns, delays, revenue shortfalls, or other unanticipated negative events. This could include items like guarantees, liquidity facilities, performance bonds, insurance policies, credit enhancements, etc.
  - g. A discussion of anticipated farebox and other revenues, including estimates for ridership and fares, and anticipated types and levels of ancillary revenues. The Proposer shall demonstrate how their proposed trip fares affect ridership demand. State all annual ridership projections from opening year through the 30 year Project Agreement term.
  - h. A discussion of the risk allocation between the County and the Project Team, and why this transfer achieves an efficient delivery of the Project.

46. Financing scenarios that rely upon federal financing options (TIFIA, PABs, etc.) have risks associated with financing availability and eligibility. In addition, federal review processes often lead to protracted schedules. Proposals therefore, must reflect the risks and impacts of federal financing options if contemplated and confirm that the price proposal reflects complying with any federal requirements such as Buy America, etc. Assumptions related to these activities shall be shown in the project schedule and Financial Model. In addition, please describe the approach to obtaining this money, and the Proposer or Team Member's experience securing financing from these programs.
47. Discuss the Proposer's or Team Member's track record in financing comparable projects in the past five years, including the experience of key team members in financing similar projects.
48. Submit a Financial Model for the Project that includes detailed information on the following items. Cash flows must be on at least an annual basis, and the model should reflect and be consistent with the information provided in the Technical Proposal and should include:
  - a. Detailed sources and uses of funds.
  - b. Construction Cost Price and draw schedule, by key cost item.
  - c. Operations, maintenance and renewal costs, by key cost time.
  - d. Vehicles acquisition cost and schedule.
  - e. Economic assumptions, including for inflation for each cost item and all escalation adjustments
  - f. Financing (including debt and equity) sources, repayment and statistics.
    - i. This includes, but is not limited to: debt service coverage ratios (for each tranche of debt), equity distributions, interest rates, rates of return, amortization schedules.
    - ii. For financings that utilize debt, please indicate the assumed spread and value of the underlying index (i.e. the 30-year U.S. Treasuries, Bloomberg Barclays US Corporate Bond Index, or Secured Overnight Financing Rate (SOFR)) that will be used to change interest rates on [March 1, 2021], the financial close date.
  - g. The possible one-time milestone payment and availability payments.
  - h. Estimated revenues (with farebox and key ancillary revenues distinguished).
  - i. Common elements in a project finance model, including: profit and loss, income statement, balance sheet, and cash flow.
  - j. Summary description of all assumptions.
  - k. The model should be operational and usable by the evaluation committee. It should include an operating manual and assumptions book.
  - l. A worksheet clearly delineating the full Availability Payment that will be paid by the County. As described in the Section 3.5.1 of the RFP, the County may assess deductions depending on whether the selected Proposer fails to meet or exceeds performance standards set forth in the Project Agreement. Deductions will be assessed in accordance with pre-determined formulas/values agreed to and outlined in the Project Agreement and deducted from future availability payments. The Availability Payment for each year will be paid in twelve equal monthly installments that are invoiced at the end of each month and paid 45 days later. The Availability Payment should be broken into two components, the Capital Charge and the Facilities Management Charge, as follows:
    - i. The Capital Charge represents compensation for the entire cost of constructing the Project and acquiring rolling stock and reflects the Proposer's proposed return on equity and debt service payable on Project debt, net of farebox revenues received by the Proposer.
      1. The proposed Capital Charge will be a fixed number starting after Substantial Completion and will not be index-linked or subject to any other adjustment for inflation.
      2. The proposed Capital Charge must include all applicable taxes.
      3. The Capital Charge may be used to manage cash flow requirements related to lifecycle costs.

4. The proposed Capital Charge may be subject to adjustment solely for Benchmark Interest Rates, Relief Events and/or for County-approved adjustments that conform to the Interim Agreement Base Year Adjustment Matrix in form A-3.
    - ii. The Facilities Management Charge (FMC) is designed to cover operation and maintenance, major maintenance, and renewal and replacement costs for the Project over the 30-year concession
      1. The FMC will be a fixed number starting July 1, 2025 and will be subject to increase each year..
      2. Cyclical costs like major maintenance should be "smoothed" in the FMC through the use of pre-funded reserves.
      3. No portion of the Facility Management Charge will be used to make payments on index-linked or inflation-linked debt.
      4. The proposed Facility Management Charge must include all applicable taxes.
    - iii. Both the Capital Charge and the FMC may be subject to County-approved adjustments during the Interim Agreement negotiation process for allowable items that conform to the Interim Agreement Base Year Adjustment Matrices in form A-3.
    - m. Net present value of all County payments to the assumed substantial completion date of 7/1/2025, using a discount rate of 5% calculated on each Availability Payment, annually compounded.
49. Provide the PDA Base Year Adjustment Matrix in form A-3.
50. Provide suggestions for allowable items that can result in Rate Adjustments, Relief Events, and/or for County-approved adjustments that conform to the Interim Agreement Base Year Adjustment Matrices in form A-3.

**Price Criteria 2: Proposed Pricing****Instructions to Proposers:**

The Price Evaluation will be based on the net present value of the cost to the relevant public parties (County, Cities, FDOT), assuming a financial close date of July 1, 2021, and a scheduled substantial completion date of July 1, 2025. The present value will be calculated to the date of substantial completion using a discount rate of 5%. The County, in consultation with its financial advisor for the Project, will apply the formula set forth below and apply the resulting price points for each Proposals. The Proposal with the lowest net present value cost to the County over the anticipated Project Agreement term of 30 years will be awarded the maximum price points available. For each Proposal that does not have the lowest net present value, the County will apply the following formula:

$$(NPV_{\text{lowest bid}} / NPV_{\text{bid}}) \times 300 \text{ Available Points} = \text{Price Criteria 2 Evaluation Points}$$

The points for this criteria will be rounded to zero decimal places.

To allow for the application of the formula identified above:

51. Provide the proposed Capital Charge of the Availability Payment as per form A-1 attached.
52. Provide the proposed Facility Management Charge of the Availability Payment as per form A-2 attached.



FORM A-1

The proposed Capital Charge is \$ \_\_\_\_\_ per 12-month Contract Year.

FORM A-2

The proposed Facility Management Charge (FMC) is \$ \_\_\_\_\_ per 12-month Contract Year.

FORM A-3

Interim Agreement Availability Base Year Adjustment Matrix

Please fill in all of the empty boxes reflecting the respective change in the base year availability payment resulting from the change in construction, operations, maintenance and life-cycle costs.

Increase in Construction Costs	Change in Capital Charge (As of March 1, 2021)	Decrease in Construction Costs	Change in Capital Charge (As of March 1, 2021)
5%	\$	5%	
10%		10%	
20%		20%	
30%		30%	
Increase in Operating & Maintenance Costs	Change in Facility Management Charge (As of March 1, 2021)	Decrease in Operating Costs	Change in Facility Management Charge (As of March 1, 2021)
5%		5%	
10%		10%	
20%		20%	
30%		30%	
Increase in Interest Rates	Change in Capital Charge (As of March 1, 2021)	Decrease in Interest Rates	Change in Capital Charge (As of March 1, 2021)
25 basis point (bps)		25 bps	
50 bps		50 bps	
100 bps		100 bps	
150 bps		150 bps	
200 bps		200 bps	

**Form A-4  
Proposer Certification Regarding  
Federal Compliance for Rail Rolling Stock**

**Proposer Name:** \_\_\_\_\_

**Proposer FEIN:** \_\_\_\_\_

**Proposer's Authorized Representative Name and Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

As the person authorized to sign on behalf of the Proposer identified above in the section entitled "Proposer Name", I hereby certify that the manufacturer of any rail rolling stock identified in this Proposal for use in the Rapid Mass Transit Solution for the Beach Corridor Trunk Line is not:

- (a) incorporated in or has manufacturing facilities in the United States; and
- (b) owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that
  - (i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18));
  - (ii) was identified by the United State Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a priority foreign country under subsection (a)(2) of that section; and
  - (iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416).

Signature of Authorized Representative\*

\_\_\_\_\_  
**Name and Title of Authorized Representative\***

\* This individual must have the authority to bind the Proposer.

**Attest:** \_\_\_\_\_  
**Corporate Secretary/Notary**

**Corporate Seal/Notary Seal**

**Form A-5  
Proposer Certification Regarding  
Compliance with National Defense Authorization Act for FY 2019**

**Proposer Name:** \_\_\_\_\_  
**Proposer FEIN:** \_\_\_\_\_  
**Proposer's Authorized Representative Name and Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

As the person authorized to sign on behalf of the Proposer identified above in the section entitled "Proposer Name", I hereby certify that this Proposal does not include or rely on the use of any telecommunications equipment or services that meet the definition of "Covered Telecommunications Equipment or Services" as defined in Section 889(f)(3) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232).

Signature of Authorized Representative\*

\_\_\_\_\_  
**Name and Title of Authorized Representative\***

\* This individual must have the authority to bind the Proposer.

**Attest:** \_\_\_\_\_  
**Corporate Secretary/Notary**

**Corporate Seal/Notary Seal**

**Form B-1: Optional Information Submission**

Completion of this form is not mandatory. Such information will **NOT BE SCORED** as part of the evaluation process.

1. Provide a detailed description of the preferred financial structure for the Project Agreement. Include information on potential milestone payments to be made by the County, including timing of payments as well as any other relevant information related to compensation/payment. Describe the benefits of this structure.