

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. RFQ-01388

Contract
 Re-Bid Other – Access of Other Entity Contract LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: EVN0000521 TERM OF CONTRACT 1 YEAR(S) WITH 2 YEAR(S) OTR

Requisition /Project Title: TPO Federal Legislative Advocacy Services

Description:
 The Miami-Dade Transportation Planning Organization (TPO) requires a consultant to provide legislative advocacy services to represent the TPO’s legislative policy interests and assist in the development of strategies for advancing actions at the federal level, which are beneficial to the TPO and its programs.

Issuing Department: TPO Contact Person: Oscar Camejo Phone: 3053751832

Estimate Cost: \$225,000,000

Funding Source: GENERAL FEDERAL OTHER

ANALYSIS

Commodity Codes:	<u>96150</u>	<u>96151</u>		
Contract/Project History of previous purchases three (3) years				
Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:				
Comments:				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Brian Webster Date sent to SBD: 3/13/23

Date returned to SPD: _____

TPO Federal Legislative Advocacy Services

Scope of Services

1.1 General

This contract is for Federal legislative advocacy services to represent the TPO's legislative policy interests and assist in the development of strategies for advancing actions at the federal level that are beneficial to the TPO and its programs, including carrying out the vision in the Strategic Miami Area Rapid Transit (SMART) Plan. The SMART Plan includes six (6) rapid transit corridors and a network of bus express rapid transit (BERT) corridors throughout Miami-Dade County.

Contractor will provide the TPO with the required staff, resources, and expertise to effectively perform and complete the Scope of Services in this contract. The Contractor shall provide a written monthly status report on pending legislation, budgetary issues, administrative policies, and other developments at the federal level that are of interest to the TPO, as well as provide legislative updates and presentations to the TPO Governing Board and/or staff as needed. In addition, the Contractor shall provide an annual summary to be completed by June 1 of each year detailing developments on significant issues and actions taken to address TPO priorities and the issues that are likely to emerge in the coming year.

1.2 Assignment of Work

The TPO reserves the right to request that the Contractor obtain services through subcontractors to supplement the expertise and resources which may be required at any given time and for the purposes of carrying out the intent of the requirements herein.

1.3 Requirements and Services to be Provided

A. Lobbying Ordinances and Resolution Requirements

The Contractor shall abide by and be governed by Miami-Dade County Ordinances and Resolutions, which may have a bearing on the services involved in any agreement(s) issued as a result of this Contract, including but not limited to, Section 2-11.1 of the Code of Miami-Dade County (Ordinance 72-82, Conflict of Interest Ordinance); Resolution No. R-1236-99 (Resolution Directing the County Mayor to Report Intergovernmental Activity by County Staff, Lobbyists, and Entities that Represent Miami-Dade County at the State and Federal Levels); Resolution No. R-232-01 (Resolution Instructing County Staff and Lobbyists to Limit Legislative Initiatives and Funding Requests to Those Approved by the County Commission); Section 2-11.1.2 of the Code of Miami-Dade County (Ordinance No. 00-64, Ordinance Relating to County's Lobbyists); and Resolution No. R-56-1 O (Resolution Setting Policy for Miami-Dade County that all Contract Lobbyists shall Obtain a Waiver from the Board of County Commissioners Prior to Representing any Client in any Forum that is Adverse to the County), all as such may be amended from time to time.

A person or entity, whether an individual, firm, partnership or corporation, which receives compensation either directly or indirectly from the TPO for lobbying on behalf of the TPO shall not represent any entity in any forum to support a position in opposition to a position of the TPO unless the TPO Governing Board grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following: (i) the Contractor's contract being voidable by the TPO or (ii) a prohibition, for a period of up to three years, as determined by the TPO Governing Board in its sole discretion, on the Contractor entering into a lobbying contract with the TPO.

TPO Federal Legislative Advocacy Services

The Contractor, on behalf of itself and any and all employees, partners, and subcontractors, shall have an affirmative obligation to notify the TPO Executive Director in writing of each and every party the Contractor and/or its employees, partners, or subcontractors wishes to represent before the United States Congress, the White House or any federal agency, as well as the nature of the proposed representation. This obligation shall apply whether such party or interest is adverse to the TPO or not. Such notification must include all parties the Contractor, its employees, partners, or subcontractors wishes to represent.

Separate and independent from the above-referenced obligation, the Contractor, on behalf of itself and any and all employees, partners, and subcontractors, must advise the TPO Executive Director in writing of any position in opposition to a position of the TPO taken by the Contractor, any employee, partner, or subcontractor and request a waiver of such conflict by the TPO Governing Board or designee. A position in opposition to a position of the TPO may take the form of an adverse policy position or fiscal impact on the TPO, either direct or indirect. A position in opposition to a position of the TPO is not limited to a position that conflicts with an express provision of the legislative package adopted by the TPO Governing Board. It may also arise in other areas. Not every TPO interest can be anticipated or enumerated in the TPO legislative package, and issues arise and change over the course of the legislative process. It is incumbent on the Contractor, employees, partners, and subcontractors to remain mindful of the TPO's policy and fiscal interests and positions vis-a-vis other clients. If an actual or perceived conflict arises, the Contractor and/or subcontractor must advise the TPO Executive Director immediately in writing and seek a waiver of the conflict by the TPO Governing Board, as appropriate.

Once a conflict waiver request has been received by the TPO, the TPO Executive Director reserves the right to determine whether the Contractor and/or employee, partner, or subcontractor may continue representing the TPO and the other interest until the TPO Governing Board can consider the conflict issue. The TPO Governing Board may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following: (i) grant a waiver and allow the Contractor, and/or employee, partner, or subcontractor to continue to represent both the TPO and the other party; (ii) refuse to grant a waiver and require the Contractor, and/or employee, partner, or subcontractor to choose between representing the TPO or the other party, or to discontinue representing the other party; (iii) refuse to grant a waiver and void its contract with the Contractor and/or employee, partner, or subcontractor; or (iv) grant a limited waiver and allow the Contractor and/or employee, partner, or subcontractor to continue to represent both the TPO and the other party under whatever limitations or restrictions the TPO, in its sole discretion, determines to be appropriate.

The Contractor and each subcontractor shall prepare regular monthly reports advising the TPO Executive Director of the current status of all issues that the lobbyist is monitoring or tracking that may affect the TPO, the actions taken on such issues, and the recommendations for future actions on such issues. The Contractor and each subcontractor shall also raise, discuss and recommend any affirmative legislative action that may benefit the TPO. Also, all TPO contracts and subcontracts for lobbying or representation at the state level and/or individuals and firms hired to represent the TPO issues must be approved by the TPO Governing Board. As such, any subcontractors that the Contractor seeks to hire to fulfill the requirements of any contract issued as a result of this Contract must receive prior approval by the TPO Governing Board.

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The Contractor's and each subcontractor's individuals registered as a contract lobbyist to lobby the United States Congress, the White House or any federal agency on behalf of the TPO shall be prohibited from lobbying the TPO Governing Board during the regular federal legislative session. This does not prohibit individuals who are not registered as state legislative contract lobbyists for the TPO from lobbying the TPO Governing Board and does not apply to individuals lobbying on behalf of municipalities. The TPO staff shall provide each TPO Governing Board Member with a list at the beginning of each session of all TPO contract lobbyists registered to lobby the legislative branch at the state level on behalf of the TPO, and any subsequent changes or updates to such a list.

B. Representation and Consulting Services

The Contractor shall provide a full range of Federal advocacy services requested by the TPO that will yield effective representation regarding transportation initiatives before the Federal legislative branch, the United States Department of Transportation and related transportation agencies.

1. Deliverables:

- a. **Annual Submission of Suggested legislative Strategy** - The Contractor will provide a proposed written legislative strategy for the Miami-Dade TPO to consider, based on the approved Miami-Dade TPO Legislative Platform, which includes the advancement of the SMART Plan. The strategy should be based on pending legislative actions, trends, and political activities, etc. The strategy will incorporate the Miami-Dade TPO's Legislative Platform which the Contractor will assist in developing. The strategy shall have specific objectives for key meetings to arrange, activities to monitor, and other actions that will occur over the coming year. The strategy will also include talking points to be used by the TPO's Executive Director.
- b. **Monthly Written Reports** - The Contractor will provide monthly written summaries of all activities performed and the status of ongoing talks, in support of the Miami-Dade TPO representation. Monthly reports will be attached to the monthly invoices.
- c. **As Needed Reports** - The Contractor will provide necessary reports on an as needed basis at the request of the TPO Executive Director or designee regarding the regular Federal legislative session, as well as any extended or special sessions, TPO Governing Board meetings, and/or conducting other services and participation in meetings, as may be deemed necessary, to implement the Miami-Dade TPO's Legislative Program.

2. General requirements under this section:

- a. All invoices shall be accompanied with the monthly report and any other document(s) requested by the TPO Executive Director.
- b. The TPO Executive Director shall have the option to request formal hard copies of reports for dissemination to the TPO Governing Board or informal electronic submittals.

TPO Federal Legislative Advocacy Services

3. Optional Services:

The Miami-Dade TPO reserves the right to request office space in the vicinity of the Capitol, with ancillary services including, but not limited to, parking, phones, computer equipment, supplies, clerical support to TPO staff, facsimile, copy machine, filing space, and an intern/runner, for use by TPO staff for the duration of their time in Washington, DC. The TPO has the option of requiring any Contractor to provide the referenced office space and ancillary services at an agreed upon cost. All optional services and related expenses require prior written TPO approval.

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