

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

Contract

Re-Bid
 Other – Access of Other Entity Contract

LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RFP-01432
 TERM OF CONTRACT 32 YEAR(S) WITH 20 YEAR(S) OTR

Requisition /Project Title: Rapid Mass Transit Solution for North Corridor

Description:

Soliciting proposals to enter in an Interim Agreement to later design, build, finance, operate and maintain a rapid mass transit solution on the North Corridor of the County's SMART Plan as an elevated fixed guideway transit system under a Project Agreement.

Issuing Department: ISD
 Contact Person: Rita Silva
 Phone: 305-375-1081

Estimate Cost: 1,950,000,000

Funding Source:
 GENERAL DTPW
 FEDERAL FTA
 OTHER FDOT

ANALYSIS

Commodity Codes:	<u>90670</u>			
Contract/Project History of previous purchases three (3) years Check here <input checked="" 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: <u>Rita Silva</u>	Date sent to SBD: <u>4/20/20</u>
	Date returned to SPD: <u></u>



**REQUEST FOR PROPOSALS (RFP) No. RFP-01432
FOR
RAPID MASS TRANSIT SOLUTION FOR THE NORTH CORRIDOR**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2020 at 10:00 AM (Eastern Time)
111 NW 1st Street, 18th Floor, Conf. Rm. 18-4, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department
for
Department of Transportation and Public Works

**MIAMI-DADE COUNTY CONTACT/
PROCUREMENT CONTRACTING OFFICER FOR THIS SOLICITATION:**

Rita Silva, CPPO
Chief, Policy, P3 and Innovative Procurement
111 NW 1st Street, Suite 2100, Miami, Florida 33128
Telephone: (305) 375-1081
E-mail: rita.silva@miamidade.gov

PROPOSAL DUE DATE:

_____, 2020 at 2:00 PM (Eastern 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)

TABLE OF CONTENTS

Number	Title	Page
<i>Section 1. Solicitation Overview</i>		
1.1	Introduction / Anticipated Agreement Term	
1.2	Anticipated Schedule	
1.3	Definitions	
<i>Section 2. Pre-Proposal Information and Applicable Legislation</i>		
2.1	General Proposal Information	
2.2	Pre-Proposal Conference	
2.3	Electronic Proposal Submission	
2.4	Addenda / Request for Information	
2.5	Aspirational Policy Regarding Diversity	
2.6	Cone of Silence	
2.7	Communication with Competitive Selection Committee Members	
2.8	Key Stakeholders	
2.9	Public Entity Crimes	
2.10	Lobbyist Contingency Fees	
2.11	Collusion	
2.12	Organizational Conflict of Interest	
2.13	Proposal Security	
2.14	Florida Sunshine Laws and Submission of Confidential Information	
2.15	Alternative Technical Concepts	
2.16	Proposal Submittal Requirements	
2.17	Federal Compliance	
<i>Section 3. Solution Scope</i>		
3.1	Background	
3.2	Project Objectives / Scope	
3.3	Fare Restrictions	
3.4	Land Availability / Acquisition	
3.5	Financing Structure and Source of Funding	
3.6	Financial Responsibility	
3.7	Disclosed Data	
<i>Section 4. Evaluation Process</i>		
4.1	Review of Proposals for Responsiveness	
4.2	Review of Proposals/Proposers for Responsibility	
4.3	Evaluation Criteria	
4.4	Oral Presentations	
4.5	Selection Factor	
4.6	Price Evaluation	
4.7	Negotiations	
4.8	Contract Award	
4.9	Rights to Protest	
<i>Section 5. Agreement Process</i>		
5.1	Interim Agreement and Project Agreement	
<i>Section 6. Proposal Submission Package</i>		
	BidSync Attachments	
Form A-1	Capital Charge	
Form A-2	Facility Management Charge	
Form A-3	Interim Agreement Availability Base Year Adjustment Matrix	
Form A-4	Proposer Certification Regarding Federal Compliance For Rail Rolling Stock	

Form A-5	Proposer Certification Regarding Compliance with National Defense Authorization Act for FY2019	
	Buy America Certificate of Compliance	
	Certification Regarding Debarment, Suspension and Other Responsibility Matters	
	Lobbying Certification	
	Statement for Loan Guarantees and Loan Insurance	
	Disclosure of Lobbying Activities	
	Certification of performance of safety sensitive functions? Bidders List Form? see Responsiveness Guidelines	
Form B-1	Optional Information Submission	
Form C-1	Alternative Technical Concept Submittal	
Form C-2	Alternative Technical Concept Submittal – Exceptions	
Form C-3	Alternative Technical Concept Submittal – Confidential Information	
Form D-1	Proposal Security – Bond	
Form D-2	Proposal Security – Irrevocable Standby Letter of Credit	
Form E-1	Technical Experience	
Form E-2	Key Personnel Reference Contact Information	
Form E-3	Financial Information Summary	
Section 7. Attachments and Exhibits		
Attachment 1	Federal Requirements and Provisions	
Attachment 2	Financial Model Requirements	
Exhibit 1	Technical Specifications	
Exhibit 2	Draft Interim Agreement	
Exhibit 3	Draft Project Agreement Term Sheet	
Exhibit 4	FDOT Masterplan	
Exhibit 5	FDOT Draft Design Traffic And Transit Operation Report	
Exhibit 6	FDOT Existing Conditions Traffic Analysis Report	
Exhibit 7	FDOT Draft Service Plan	
Exhibit 8	FDOT Draft Environmental Documents	
Exhibit 9	FDOT Draft Cultural Resource Assessment Survey (CRAS)	
Exhibit 10	FDOT Initial Utility Coordination	
Exhibit 11	FDOT Transit Tech Executive Summary	
Exhibit 12	Miami-Dade County Property List	
Exhibit 13	DTPW System Safety Program Plan	
Exhibit 14	DTPW Alignment Review and Optimization Report	
	Facilities Equipment and Maintenance Plan	
	Metromover Fleet Management Plan	
	Metrorail Fleet Management Plan	
	Metrorail Gauge Face Angle Standard	

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 North Corridor of the County's SMART Plan that is intended to implement an elevated fixed guideway transit system along the North Corridor extending from NW 215th Street and connecting to either the Northside Metrorail Station or Martin Luther King, Jr. Metrorail Station via SR-112 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	, 2020
Pre-Proposal Conference	, 2020
Deadline for receipt of Request for Participation in Alternative Technical Concept(s) Process	TBD
Alternative Technical Concepts Individual Negotiation Meetings	TBD
Deadline for receipt of clarification information requested by the County in Individual Negotiation Meetings	TBD
Alternative Technical Concepts Individual Negotiation Meetings Second Round	TBD
Deadline for Receipt of Final Alternative Technical Concepts	TBD
Alternative Technical Concepts County Approval Date	TBD
Deadline for Receipt of Pre-Proposal Questions	TBD
Proposal Due Date	, 2020 6 months
Evaluation Process	TBD
Anticipated Award Date for Interim Agreement	TBD 2020

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" to mean the selection committee 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 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.
6. The words "Design Life" to mean the period of time during which a Solution component shall work in accordance with the specifications.
7. 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.
8. 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).
9. 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.
10. 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.
 11. The word "Finance Team" to mean the Team Member(s) responsible for obtaining financing for the **Project**.
 12. 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**.
 13. The words "Key Personnel" to mean key employees to be assigned to oversee development of the Project as described in each Proposal.
 14. 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.
 15. The words "Multimodal Hub" to mean the physical location, **inclusive of a Solution Transit Station**, 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.
 16. The words "Operations and Maintenance Provider" to mean the Team Member(s) that are responsible for the ongoing operation and management component of the Solution following completion of the Project.
 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 the Proposer and all 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 completed 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 the Proposal being deemed non-responsive in accordance with **Section 4.1**.
 22. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
 23. 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, 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.
 24. 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.
 25. The words "Strategic Miami Area Rapid Transit Plan" or "SMART Plan" to mean the County's comprehensive program to advance transit operations in the following six identified rapid transit corridors: Beach Corridor, East-West Corridor, Kendall Corridor, North Corridor, Northeast Corridor, and South Corridor.
 26. 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.
 27. 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.
 28. The words "Team Member" 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.
 29. The words "Technical Specifications" to mean the technical and design criteria package attached hereto as **Exhibit 1**.
 30. The words "Transit Station" to mean a facility where passengers board and alight from the Solution.
 31. 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@miamidadade.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. Any page or format limitations are 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 in BidSync 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. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered so the County can accurately identify the final Proposal. The modification must contain the complete Proposal sections, pages or forms that are being modified, as applicable. Line item changes will not be accepted.

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 Contracting Officer, or their designee, to obtain information on the Project. Such contact with County staff other than the Procurement Contracting Officer 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.

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.

Any direct communications regarding any Proposals or Proposers, whether written, oral or otherwise, with professional staff of the cities of **Miami Gardens and Opa-locka, or the Florida Department of Transportation** and Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited.

2.8 Key Stakeholders

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

- Miami-Dade County
- Florida Department of Transportation
- Miami Gardens Community Redevelopment Agencies
- **City of Miami Gardens**
- **City of Opa-Locka**

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 the following financial and technical to assist in the development of this RFP and Project:

- TBD (P3 and Financial Advisor)

Florida Department of Transportation has retained the following advisors for this Project:

- WSP USA Inc.
- Gannett Fleming
- Atkins

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. The County may, in its sole discretion, add additional firms to those listed via an addendum to the Solicitation as a result of future information or provision of services.

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"). A copy of the Proposal Security must accompany the Proposal submitted electronically through the BidSync system. The original Proposal Security document must be received by the Contact Person for this Solicitation at the address listed on the cover page within 48 hours of the Proposal Due Date. 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, certified check, cashier's check, or surety bond payable to Miami-Dade County Department of Transportations and Public Works and must be issued by an Eligible Financial Institution or Eligible Surety. Any surety bond shall be in accordance with **Form D-1** and any letter of credit shall be in accordance with **Form D-2**.

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, following notification from the County to the Proposer that such Proposer has been recommended to participate in negotiations in accordance with **Section 4.7**, any of the following events occurs:

- (1) the Proposer fails to negotiate the Interim Agreement in good faith as described in **Section 4.7**; or
- (2) the Proposer fails to provide the documents as, when, and to the extent required under, or to 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 are 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.

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. To facilitate the submission of confidential information, as approved via the ATC process, the County will create, following the Alternative Technical Concepts Approval Date outlined in **Section 1.2**, a companion submission mechanism in BidSync, identified as RFP-01432-CONFIDENTIAL. The only information that may be submitted under RFP-01432-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-01432-CONFIDENTIAL SHALL BE HELD AS CONFIDENTIAL. Proposer understands and agrees 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 non-responsive 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:**

- (1) the Technical Specifications (**Exhibit 1**),
- (2) the Farebox and Ancillary Revenues (**Section 3.5.2**),
- (3) requests for approval of submission of confidential information (**Section 2.15.1**),
- (4) exceptions to any clauses or language contained the Draft Interim Agreement (**Exhibit 2**), and
- (5) 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-01432-ATC-SUBMISSION, which will be made available to Proposers within one week of Solicitation Issued date. **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 County anticipates allowing 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

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 after the Proposal Due 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) meets 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 (Section 1.2), the County will notify the Proposers, in writing, of the ATCs that the County approved, approved as noted, or rejected. 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 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 portion of the 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(s) 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 Contract Measures

Pursuant to Federal Transportation Administration (FTA) code of federal regulations of 49 CFR Part 26, FTA Circular 4220.1E, and the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) program requirements, and according to the Miami-Dade County procurement guidelines, this Project will be subject to any and all applicable DBE goals for Design, Architectural and Engineering, Construction, and Goods and Services. Proposers will be subject to following all guidelines pertaining to the federal interest of Public Private Partnership requirements which will be determined in a subsequent *addendum*. **(not sure of how to word the language for reimbursable funds...)**

DBE goal measures for this Project will be placed by DTPW's DBE - Office of Civil Rights.

Additionally, as a prerequisite, Proposers must have an approved DBE Affirmative Action (AA) Plan on file with FDOT's Equal Opportunity Office (EOO) before execution of a contract. EOO must receive the DBE AA Plan along with the Concessionaire's proposal or prior to the award of the contract. FDOT approves a DBE AA Plan for a three-year period; the contractor must update the plan prior to expiration or when there is a change in the DBE Liaison Officer, or the contractor official who signs the plan or both. The contractor should email a completed and signed DBE AA plan to: EEOfoms@dot.state.fl.us.

FDOT will review the plan, update FDOT records, and issue a notification of approval or disapproval. FDOT will not return a copy of the submitted plan to the contractor.

Certificate of Assurance, Schedule for Participation, and Letter of Intent

2.18 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. (See **Form A-5**.)
- 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. (See **Form A-4**.)

2.19 Federal Transit Administration Requirements and Provisions

Section 7, **Attachment 1** herein includes certain FTA provisions applicable to this Solicitation. Adherence to these provisions is required.

FTA DOCUMENTS APPLY TO PRIME AND SUBCONSULTANTS:

- Buy America Certificate
- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Lobbying Certification
- Statement for Loan Guarantees and Loan Insurance
- Disclosure of Lobbying Activities

FAILURE TO COMPLETE AND SUBMIT THE FEDERAL FORMS WITH THE PROPOSAL MAY DEEM THE PROPOSAL NON-RESPONSIVE.

3. SOLUTION SCOPE

3.1 Background

Since the opening of the original Metrorail in 1984, Miami-Dade County has pursued a rapid transit solution for the North Corridor. The corridor has been the subject of many transportation studies over the last couple of decades. In 1995, an Alternative Analysis was commenced to evaluate the potential of expanding Metrorail along the corridor but in 1999 it did not advance due to funding challenges. In 2000, a BRT concept evaluation was conducted, as a lower cost alternative. Upon the passage of the People's Transportation Plan, the Metrorail extension alternative was re-introduced and documented in a 2004 supplemental **DEIS**. An **FEIS** was completed in 2007, followed by the FTA issuing a Finding of No Significant Impact (FONSI), a Record of Decision (ROD), and entry into the Federal New

Starts funding program. However, in 2010, the FTA removed the North Corridor from the New Starts program due to the lack of a viable strategy for funding Miami-Dade Transit's current and proposed capital and operating expenses. Since 2007, the County has considered a lower cost bus alternative with the completion of the NW 27th Avenue Enhanced Bus Service Study in 2013 and the Bus Rapid Transit (BRT) Implementation Plan in 2014, both completed by the Miami-Dade Transportation Planning Organization (TPO).

In April 2016, the TPO approved the implementation of the Strategic Miami Area Rapid Transit (SMART) Plan, which establishes a countywide rapid transit vision to improve transit service in Miami-Dade County by expanding transit service to six new premium transit major transportation corridors. The North Corridor is one of the six corridors. In June 2016, the Florida Department of Transportation (FDOT) District 6 office initiated a North Corridor Project Development and Environment (PD&E) study to determine the best mobility solution for the corridor.

In December 2018, the TPO Governing Board selected an elevated fixed guideway transit system as the Locally Preferred Alternative (LPA). Various transit technologies are being considered for an elevated fixed guideway transit system, including Automated Guideway Transit/Automated Peoplemover (AGT/APM), Heavy Rail Transit (HRT), Urban Maglev, and Monorail.

The North Corridor is in the portion of Miami-Dade County, which is part of the Southeast Florida Region of Palm Beach, Broward and Miami-Dade Counties. This corridor is urban in character with 90 percent of the land developed. From south to north, the corridor becomes increasingly suburban, incomes increase, and housing and commercial development. The corridor has important destinations and community features such as Hard Rock stadium, Miami-Dade College – North Campus, North Dade Health Center, Saint Thomas University, Florida Memorial College, Miami Job Corps Center, Calder Racecourse and Casino, Jackson North Specialty and Diagnostic Center, and Miami International Airport.

Throughout various TPO meetings it has become very important to find a cost-feasible solution that would implement rapid transit. The TPO has focused on exploring solutions to reduce project costs such as minimizing right of way impacts and stating that a one-seat ride was not a necessity during December 2018 selection of an LPA. Broward County voters approved a 30-year, one cent surtax for transportation in November 2018. The sales surtax took effect on January 1, 2019. The plan incorporates full funding to improve transit services. During the course of 2019, Broward County has expressed interest in extending the North Corridor into Broward County to provide regional transit services.

In November 2002, Miami-Dade County passed a Half-Penny at Work surtax dedicated for transportation and transit improvements. TPO passed Resolution 47-17 to take the necessary steps to advance the North and South Dade Transitway Corridor. A 40-year financial pro forma was developed that demonstrates available funding for the implementation of the SMART Plan Corridors. On September 4, 2019, the Miami-Dade Board County Commissioners voted to issue an RFP for the North Corridor. The purpose of this RFP is to select a cost-feasible solution for the North Corridor.

Further information regarding the North Corridor can be found at the following link:

[DTPW will prepare link with applicable information](#)

3.2 Project Objectives/Scope

The North Corridor is a critical segment of the County's SMART Plan, located between the employment and residential centers of Miami-Dade County and the growing commercial and residential areas of Broward County. 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 (improvements and management) will assist the County in meeting both growth and changes in future transportation demand as well as help provide budget certainty by controlling costs. To meet these objectives, the County is seeking proposals to design, permit, construct/build, finance, operate and maintain full turn-key services for a Rapid Mass Transit Solution for the North Corridor of the County's SMART Plan. In the interest of reducing cost, the County has various properties to build Multimodal Hub, Transit-Oriented Development, Transit Stations, and/or maintenance facilities.

The County is seeking an elevated fixed guideway transit system along the North Corridor that provides a direct Multimodal Hub that will connect to either the Northside Metrorail Station or Martin Luther King, Jr. Metrorail Station. A Multimodal Hub shall be proposed at Ali Baba Avenue (Opa-locka). Proposed Transit Stations/Terminal locations are at NW 79th/82nd Street, NW 97th Street, NW 113th Street, NW 163rd Street (Palmetto), NW 183rd Street (Carol City), and NW 199th Street. A Transit-Oriented Development with Multimodal Hub

Center shall be proposed at NW 215th Street. Elevated technologies that shall be considered are AGT/APM, HRT, Urban Maglev, or Monorail. The County will not accept Group Rapid Transit (GRT) as a viable solution to this solicitation.

The Project timeline shall not exceed 7 years from the expiration of the Interim Agreement. Proposers must comply with any and all areas of the Technical Specifications that are applicable to their proposed Solution.

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.

For non-EASY Card Passholders, it is anticipated that a fare escalation process will be negotiated as part of the Project Agreement.

3.4 Land Availability/Acquisition

FDOT has identified partial and full parcel acquisition, as impacted by their proposed alignment. Acquisition for any private or non-public right of way required for the Solution 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. A right of way list will be provided identifying all existing County owned property to facilitate implementation.

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 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 a one time milestone and the 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 deductions 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.
- (e) Any fare escalation should be assumed to be 2.00% annually.

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 calculated from the average of the 10% and 20% construction cost increase to capital charge 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 selected 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 availability payment 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, 2027 as the Substantial Completion date.

Should Substantial Completion occur:

- Up to one (1) 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, 2028 the availability payment they would have received on July 1, 2027. If the Proposer finishes later than one year later than July 1, 2027, it will be subject to deductions in the Project agreement including possible termination.
- Up to one (1) 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, 2026 the availability payment they would have received on July 1, 2027. If the Proposer finishes earlier than one year earlier than July 1, 2027, the Proposer will not receive availability payments until July 1, 2026.

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 approved 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 Proposers for Responsibility

Following or in conjunction with evaluation of each Proposal for responsiveness, the County will conduct a preliminary responsibility review of each Proposer and Project Team based upon an assessment of each Proposer's Submission Package and, at the County's discretion, due diligence investigations performed by the County. 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 Proposer is not responsible, 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 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. Each entity will select its own representatives from its staff. 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.

<u>Technical Criteria</u>	<u>Points Per Member</u>
<u>Volume A: Qualifications and Capabilities</u>	200
<u>Volume B: Technical Solution</u>	200
<u>Volume C: Project and Solution Approach</u>	150
<u>Volume D: Solution Security</u>	50

Price Criteria	
Volume E: Proposed Transaction Structure and Basis of Estimate	100
Volume F: Proposed Pricing (See Section 4.6 and Forms A-1 and A-2)	300

Evaluation of each criteria listed above shall be based upon Proposer's responses to that particular criteria section in the Proposer Information Section.

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**.

The Price Evaluation will be based on the net present value (NPV) of the cost to the relevant public parties (County, Cities, FDOT), assuming a financial close date of **____, 2021**, and a scheduled substantial completion date of **____, 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 Proposal. 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:

$(\text{NPV lowest proposal} / \text{NPV proposal}) \times 300 \text{ Available Points} = \text{Evaluation Points in the Price Criteria for Proposed Pricing (Volume F)}$

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

4.7 Negotiations

The Competitive Selection Committee 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 Interim Agreement and Project Agreement

The County anticipates entering into an Interim Agreement with the selected Proposer as an 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 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 North 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. The County anticipates re-applying for the FTA New Starts funding program for the Rapid Mass Transit Solution on the North Corridor. The Project Agreement will obligate the selected Proposer to assist the County throughout the entire grant process.

6. PROPOSAL SUBMISSION PACKAGE

BidSync Attachments to be submitted:

- Proposer Information Section
- Forms A-1, A-2, A-3, A-4, A-5
- Form B-1
- Alternative Technical Concept Submittal, including Form C-1, Form C-2, and Form C-3
- BidSync Forms
 - Proposal Submittal Form
 - Subcontracting Form
 - Affidavit-Lobbyist Registration for Oral Presentation Form
 - Contractor Due Diligence Affidavit
- Federal Requirements and Provisions
 - Buy America Certificate of Compliance
 - Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - Lobbying Certification
 - Statement for Loan Guarantees and Loan Insurance
 - Disclosure of Lobbying Activities

*Note – The Proposer Information Section and all Forms have been posted to BidSync in the form of fillable Microsoft Word documents.