



**REQUEST FOR PROPOSALS (RFP) No. RFP-01982
for
DEVELOP, MAINTAIN, AND OPERATE
THE RICKENBACKER AND VENETIAN CAUSEWAYS AND ASSOCIATED RECREATIONAL ELEMENTS**

PRE-PROPOSAL CONFERENCE TO BE HELD:

September 2, 2021 at 10:00 AM (local time)
This meeting is being held via Zoom.

Use the link below to join the webinar:

<https://miamidade.zoom.us/j/92511751155?pwd=cC9sb29lUzVFL1RFaHJ6SGdzTTFpQT09>
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ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department

for

The Parks, Recreation and Open Spaces Department

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

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PROPOSAL DUE DATE:

November 4, 2021 at 6:00 PM (local time)

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.
(SEE IMPLEMENTING ORDER 7-7)**

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1. Solicitation Overview

1.1 Introduction / Anticipated Agreement Term

Miami-Dade County, hereinafter referred to as the “County,” as represented by the Miami-Dade County Parks, Recreation and Open Spaces Department, hereinafter referred to as “PROS”, is soliciting proposals from qualified Proposers to enter into an Interim Agreement and one or more subsequent Project/Concession Agreements, as further described in **Section 5.1, Agreement Process**, to design, permit, construct/build, finance, manage, operate, repair and maintain the Rickenbacker and Venetian Causeways of Miami, Florida together with associated recreational elements along the Rickenbacker Causeway including greenways and beaches.

The County anticipates entering into an Interim Agreement, followed by a Project/Concession Agreement. Refer to **Attachment 2 – Draft Interim Agreement** and **Attachment 3 – Project/Concession Agreement Term Sheet** for the term periods set forth in each. The Project construction completion timeline for the Rickenbacker Causeway, including associated recreational elements, greenways and beaches, is estimated at four years and for the Venetian Causeway is estimated at seven years, from the execution of the Project/Concession Agreement.

1.2 Anticipated Schedule

Solicitation Issued	August 15, 2021
Pre-Proposal Conference	See front cover for date, time and place
Deadline for Receipt of Questions	October 12, 2021
Proposal Due Date	See front cover for date and time
Evaluation Process	November 2021-January 2022
Negotiation Process	February-March 2022
Anticipated Award	June-July 2022

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(s) 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 word “Causeway” shall mean, either the Rickenbacker Causeway or the Venetian Causeway as distinctly set forth herein, and the word “Causeways” shall mean, collectively, both the Rickenbacker Causeway and the Venetian Causeway. Both Causeways consist of structures in Miami, Florida that may each contain, but are not limited to, the following: raised bridge structures spanning Biscayne Bay and submerged lands; paved roadways for use by motorized vehicles and bicycles; pedestrian walkways; access roads; recreational shorelines; and/or other recreational components.
3. The words “Competitive Selection Committee” to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
4. The word “Concessions” to mean those goods and services provided by Concessionaire in the operation of its business to support Causeway-related recreational uses including, but not limited to, food and beverage under any contract awarded as a result of this agreement and from any portion of the Project Site.
5. The word “Concessionaire” to mean the Proposer that receives any award of any agreement from the County as a result of this Solicitation.
6. The words “Concession Revenues” to mean all monies paid or payable to, or considerations of determinable value received by the Concessionaire for sales made, transactions had, or services rendered in the operation of its business under any contract awarded as a result of this agreement and from any portion of the Project Site, regardless of when or where the order therefor is received, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value: provided, however, that the following shall be excluded from the definition of gross revenues (i) any taxes imposed by law which are separately stated to and actually paid by a customer and directly payable by the Lessee to a taxing authority; and (ii) all sales refunds.
7. The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
8. The word “Designer” to mean the Team Member(s) that will be responsible for all tasks related to the design of the Project, 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.
9. The words “Eligible Financial Institution” to mean a bank or financial institution having long-term, unsecured debt ratings of not less than “A/A2” from two of the major national ratings agencies (i.e., Fitch Ratings, Moody’s Investor Service, and Standard & Poor’s Ratings Group).
10. The words “Eligible Surety” 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 (i.e., Fitch Ratings, Moody’s Investor Service, and Standard & Poor’s Ratings Group) or rated at least A, Class VII or better according to A.M. Best’s Financial Strength Rating and Financial Size.
11. The words “Equity Participant” to mean each member of a Project Team that will contribute shareholders’ equity to the Proposer as part of the financing plan for the Project.
12. The word “Finance Team” to mean the Team Member(s) responsible for obtaining financing for the Project.
13. The term “Greenway” to mean a multi-use pathway for public uses such as walking, running, bicycling and other recreational and non-motorized transportation uses.
14. The words “Interim Agreement” to mean the predevelopment agreement entered into by the County and the Concessionaire which provides for the Pre-Development Work and negotiations of the Project/Concession Agreement. A draft Interim Agreement is attached hereto as **Attachment 2**.
15. The words “Key Personnel” to mean the employees to be assigned to oversee development of the Project as described in each Proposal.
16. The words “Parks and Open Space Master Plan” or “OSMP” to mean The Miami-Dade County Parks and Open Space System Master Plan dated December 2007, a copy of which is attached hereto in **Attachment 1, Technical Specifications, Exhibit D**.
17. The words “Operations and Maintenance Provider” to mean the Team Member(s) that is responsible for the ongoing operation and management component of the Project following completion of the Project.

18. The word “Project” to mean the design, environmental approvals, permitting, construction, financing, operation, repair and maintenance of the Causeways and associated recreational elements, including all tangible and intangible products and Services at the locations identified in **Draft Interim Agreement (Attachment 2), Exhibit A, Project Location Maps** and as required under any Interim Agreement awarded as a result of this Solicitation and any Project/Concession Agreement and in compliance with the Project Scope and **Technical Specifications (Attachment 1)**.
19. The words “Project/Concession Agreement” to mean any 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 Project following scheduled Substantial Completion of the Project. A term sheet for anticipated contractual language to be included in the Project/Concession Agreement is attached hereto as **Attachment 3**.
20. The words “Project Scope” to mean Section 3 of this Solicitation, which details the Project and Services required to provide the Project to the County.
21. The words “Project Site” to mean the land and improvements located within the boundaries as shown in and set forth in: (a) for Rickenbacker Causeway, Exhibit A - Concept Plans; and (b) for the Venetian Causeway, Exhibit A – Concept Plans, both of which are incorporated within **Attachment 1, Technical Specifications**.
22. The words “Project Team” to mean all the Proposer, Team Members, and any Subcontractors proposed by a Proposer in response to this RFP.
23. 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 Project, and as amended or modified through negotiations.
24. The word “Proposer” to mean the firm, corporation, joint venture, partnerships, individual, or other legal entity, as stated on the Proposal Submittal Form complete via BidSync, submitting a proposal to this Solicitation. Such entity must be in existence at the time of Proposal submission. Failure to be legally established may result in a Proposal(s) being deemed non-responsive in accordance with **Section 4.1**.
25. The word “PROS” to mean the Miami-Dade County Parks, Recreation and Open Spaces Department.
26. The term “Public Park” to mean a park, beach, recreation or open space facility owned by Miami-Dade County or a municipality for public use.
27. The word “Solicitation” to mean this Request for Proposals (“RFP”) document, and all associated addenda and attachments.
28. 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.
29. The words “Substantial Completion” to mean when the Project is sufficiently complete, the Causeways are ready for use, and the Architect has signed and delivered to the Concessionaire and the PROS Capital Project Manager a certificate certifying that the Project has been substantially completed, subject to the completion of minor punch list items that do not materially affect the use and operation of the Project, in accordance with the **Technical Specifications (Attachment 1)**.
30. The words “Sustainable Procurement Practices” to mean purchasing that takes into account the environmental, economic and socially responsible requirements of the County’s spending. Sustainable Procurement Practices allow for the procurement of goods and services in a way that achieves value for money on a whole-life basis in terms of generating benefits not only to the County but also to the community served and the economy, while remaining within the carrying capacity of the environment.
31. The words “Team Member(s)” to mean the Proposer, Designer, Builder, Operations and Maintenance Provider, and Equity Participants that will perform a lead role in the Project or Services related to the Project.
32. The words “Technical Specifications” to mean the technical and design criteria package attached hereto as **Attachment 1**.
33. The words “Work” or “Services” to mean all matters and things that will be required to be done by the Concessionaire in accordance with the Project Scope and Technical Specifications, the terms and conditions of this Solicitation, and the terms and conditions of the Interim Agreement and Project/Concession Agreement.

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 Proposal Due Date.

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

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

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

2.2 Pre-Proposal Conference

A Pre-Proposal Conference shall be held at the time and location specified on the Solicitation coverage page unless otherwise changed via an addendum. Attendance is recommended but not mandatory. If a Proposer needs a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov 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 Proposal Due Date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic Proposal submissions requires the uploading of electronic attachments, the specifications for which, including any page or format instructions, is specified in the Proposer Information Section of this Solicitation. The submission of attachments containing embedded documents, proprietary file extensions, or PDF files that contain security or encryption is prohibited due to a systematic limitation in BidSync that may cause documents to be omitted and/or transmitted to the County in an incomplete format. Submitting prohibited formats may result in a Proposal being deemed non-responsive.

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

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

2.4 Addenda / Request for Information

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

2.8 Key Stakeholders

This Project will be accomplished through the commitment and coordination of several key stakeholders including, but not limited to, the following:

- Miami-Dade County (*Note: All proposed project rights-of-way are owned by the County.*)
- Florida Department of Transportation
- Village of Key Biscayne
- City of Miami
- City of Miami Beach

Proposers, all firms or members of the Project Team, and all firms or individuals identified for this Project in the Proposal shall refrain from communications about the Project with the key stakeholders noted in this Section, except as otherwise specifically provided in this RFP. All proposed communications and questions to key stakeholders shall be submitted in writing to the County's contact person for this RFP. A communication in violation of this Section which is determined by the County, in its sole discretion, to constitute an attempt to obtain an unfair competitive advantage may result in the disqualification of the Proposer.

The communication restrictions in this Section shall terminate concurrently with the Cone of Silence, when a written award recommendation for an Interim Agreement is issued by the County Mayor.

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 Project 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/Concession 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 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 he 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, 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 deliverables. 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 advisors to assist in the development of this RFP:

- RS&H, Inc. (Technical)

The County is in the process of competitively selecting a P3 and Financial advisor to assist with this RFP. That advisor will be included in this section, once selected.

The County previously retained a financial advisor to assist in the review of the unsolicited Proposal, including the following:

- Public Financial Management (“PFM”)

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 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 Cone of Silence.

2.13 Proposal Security

Proposers must submit one or more Proposal security(ies) with Proposal(s) in the aggregate amount of **\$2,500,000** (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 in the Proposer Information Section 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 the Miami-Dade County Parks, Recreation and Open Spaces Department, and must be issued by an Eligible Financial Institution or Eligible Surety. Any 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 any of the following events occur:

- (1) Proposer withdraws, repudiates or otherwise indicates in writing that it will not meet a commitment(s) made in its Proposal.
- (2) Following notification from the County to the Proposer(s) that such Proposer(s) has been recommended to participate in negotiations in accordance with **Section 4.7**:
 - (a) Proposer(s) fails to negotiate the Interim Agreement in good faith as described in **Section 4.7**; or
 - (b) Proposer(s) fails to provide the documents as, when, and to the extent required under, or satisfy the conditions set forth in **Section 4.7.1**.

2.14 Florida Sunshine Laws and Submission of Confidential Information

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

2.14.1 Submission of Confidential Information Protocol

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

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

To facilitate the submission of confidential information, the County has created a companion submission mechanism in BidSync, identified as **RFP-01982-CONFIDENTIAL**. The only information that the County has approved to be submitted under RFP-01982-CONFIDENTIAL is the information identified in the **Proposer Information Section, Submission of Confidential Information** which Proposer is claiming as exempt under Chapter 119 of the Florida Statutes. ONLY SUCH INFORMATION APPROVED BY THE COUNTY AND SUBMITTED VIA RFP-01982-CONFIDENTIAL SHALL BE HELD AS CONFIDENTIAL. Proposers understand and agree that in order to be eligible for award, it must waive its claim for confidentiality to this extent. All other components of the Proposal must be submitted in accordance with Section 2.3, including the completion and electronic execution of the “WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL” contained within the Proposer Submittal Form provided via BidSync, and the Proposer’s submittal of a response to this RFP shall be deemed for all purposes a waiver of a claim to confidentiality to this extent.

2.15 Sustainable Procurement Practices

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this solicitation. The County will continue to explore and pursue sustainable procurement, development and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain; and (d) maximize fiscally responsible “high value, high impact” actions.

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 DBE Contract Measures

A race neutral Disadvantaged Business Enterprise (DBE) statewide aspirational goal of 10.65% percent exists for Federal Highway Administration (FHWA)-assisted contracts. The Concessionaire shall comply with the requirements pursuant to 49 Code of Federal Regulations (CFR) Part 26 as implemented by the approved Florida Department of Transportation (FDOT) DBE Program. In the absence of federal funding, an overall DBE goal will not be assigned to the applicable Project/Concession Agreement and other contract measures may apply on a project agreement basis.

Pursuant to 49 CFR Part 26 and the FDOT 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 Architectural and Engineering, Construction, and Goods and Services. The Concessionaire will be required to follow all guidelines pertaining to the federal interest of Public Private Partnership requirements which federal interest will be determined during the Interim Agreement. DBE goal measures for this Project will be placed by the County and incorporated into the Project/Concession Agreement. The Concessionaire will work with the County to comply with the goal measures, including providing Certificate of Assurance, Schedule for Participation, and Letter of Intent.

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 Project/Concession Agreement. The County must receive the DBE AA Plan along with the proposal or **prior to the award** of the Project/Concession Agreement. FDOT approves a DBE AA Plan for a three-year period; the Concessionaire must update the plan prior to expiration or when there is a change in the DBE Liaison Officer, or the Concessionaire official who signs the plan or both. The Concessionaire should email a completed and signed DBE AA plan to: EEOfirms@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 Concessionaire. Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this.

2.18 Statutory Authority

In March 2021, the County received an unsolicited proposal for the design, development, construction, financing, operation and maintenance of the Rickenbacker Causeway, the Venetian Causeway and park and beach areas immediately surrounding the Rickenbacker Causeway. On July 8, 2021, the Miami-Dade Board of County Commissioners adopted Resolution No. R-648-21 to accept the unsolicited proposal and issue a competitive solicitation for the same project purpose as the unsolicited proposal.

This RFP is governed by the County's public-private partnership/unsolicited proposals legislation, which is Section 2-8.2.6 of the Code of Miami-Dade County, and section 255.065, Florida Statutes, as implemented in the procurement documents issued under this Solicitation.

2.19 Proposer Due Diligence and Investigation

Each Proposer must satisfy itself, by personal investigation and any other lawful means it deems necessary, as to the conditions affecting the Project and the cost thereof. Each Proposer is solely responsible for conducting its own independent research and due diligence for the preparation of a Proposal, finalization of the Interim Agreement and Project/Concession Agreement, and subsequent delivery of the Project. As part of its due diligence for the Project, the Proposer must review the documents that the County provides.

Information derived from any part of this RFP, or from the County or its advisors, does not relieve the Proposer from any risk associated with providing the Project and meeting the requirements of this RFP. The County and its advisors are not responsible for the completeness or accuracy of any information presented in this RFP or otherwise distributed or made available during the procurement process.

Each Proposer is encouraged to inspect the site of the proposed work and carefully investigate the conditions to be encountered as to the character, quality, and quantities of work to be performed, materials to be furnished, and the requirements of this RFP. No construction equipment or drilling equipment will be permitted on any portion of the site of the proposed work during the procurement period and no intrusive investigations of the Site (e.g., borings, potholing, etc.) by Proposers will be permitted.

The submission of a Proposal shall be considered prima facie evidence that the Proposer has made the above-described inspection and is satisfied as to all matters and conditions that may be encountered in performing the services and requirements of the Interim Agreement and Project/Concession Agreement.

2.20 Additional Requirements for Federally Funded Contracts

- (a) The County anticipates applying for federal funding for this Project. The Concessionaire must comply with all the requirements of the federal agency providing the funds, inclusive of FHWA or any contract that is part of a Local Agency Program (LAP) Agreement.

Attachment 4 - FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts includes certain FHWA provisions applicable to this Solicitation. Adherence to these provisions is required.

- (b) This Section supplements and is made part of any agreement as a result of this Solicitation to be used for fully or partially federally funded contracts and the conditions of any Local Agency Program (LAP) Agreement(s). The LAP Agreement for the Hobie Island North Side Shoreline and Roadway Protection project is attached as **Exhibit 1** and shall be applicable to any Project/Concession Agreement(s) as a result of this Solicitation.
- (c) The provisions in this section shall apply to the Concessionaire, its officers, agents, employees, subcontractors and suppliers. The Concessionaire shall incorporate the provisions in this Article in all subcontracts and all other agreements executed by the Concessionaire in connection with the performance of any agreement as a result of this Solicitation to be used for fully or partially federally funded contracts.

- (d) Miami-Dade County, a recipient of funds for the construction of highways and bridges, is required to ensure Equal Employment Opportunity (EEO) contract compliance on all highway construction projects. Contractors who participate on County federally funded contracts in whole or in part are required to comply with EEO, DBE, On-the-Job Training (OJT) and Wage Rate Special Provisions to be eligible for participation. (See **Attachment 4 - FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts.**)
- (e) When required by the Technical Specifications, the Concessionaire will make use of FDOT Material Testing Facilities, for material certifications and will comply with the submittal requirements of the Materials Acceptance and Certification System (MAC).
- (f) The Proposer, by virtue of submitting their Proposal, acknowledges that they and all their contractors and subcontractors have satisfied themselves as to the nature and location of the Work and requirements of similar Work to be performed within Miami-Dade County public right-of-ways. The general and local conditions include, but are not restricted to, those bearing upon transportation and traffic maintenance; the disposal, handling and storage of materials; access roads to the site; site constraints, restrictions and limitations; the conformation and conditions of the work area; and the character of equipment and facilities needed prior to and during the performance of the Work.

Failure on the part of the Proposer to completely or properly evaluate any factors of costs prior to proposing shall not form a basis for compensation if awarded an agreement as a result of this Solicitation.

- (g) Buy America 49 U.S.C. 5323(j) and 49 CFR Part 661
Applicability to Contracts - FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: [The Federal Transit Administration's Buy America website](#).

Flow Down - The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America Certification - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. A bidder or offerer must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

3. PROJECT SCOPE

3.1 Background

The Miami-Dade County Parks, Recreation and Open Spaces Department ("PROS") services approximately 25 million people per year who use County parks, greenways, and Causeways, attend County events, and/or participate in County programs. A three-time winner of the National Gold Medal for excellence in park and recreation administration and the only municipal park system of its size to be awarded National Accreditation from the Commission on Accreditation of Park & Recreation Agencies, PROS is one of the busiest and largest Park, Recreation and Open Spaces agencies in the United States. PROS received the 2009 and 2013 Governor's Sterling Award, which recognizes organizations and businesses in Florida that have successfully achieved performance excellence within their management and operations, and is the first park and recreation agency in the State of Florida to receive this Award. As the third-largest accredited park system in the United States, PROS manages, maintains and programs more than 275 parks, recreation facilities, greenways, including two Causeways, and the beautification of open space rights-of-way areas, and provides park and recreation services to a resident population of 2.8 million. For additional information on PROS, visit their website at <http://www.miamidade.gov/parks>.

The Causeways are an essential component of the Greenways and Great Streets Vision outlined in the Miami-Dade County Parks and Open Space System Master Plan, approved by the Board of County Commissioners in 2008 and incorporated in the Comprehensive Development Master Plan in 2009 to guide existing and future development. The Causeways are traveled by more than 11 million vehicles annually, and cyclist and pedestrian counts for the Rickenbacker Causeway alone are estimated at approximately 500,000 cyclists and 250,000 pedestrians per year. The Rickenbacker Causeway is a Heritage/Scenic Street as defined in the OSMP. Both Causeways are key pieces of the green infrastructure providing connectivity for the County's transportation corridors, particularly in their connections to the Miami Loop, consisting of The Underline, Ludlam Trail, and Miami River Greenway. It is anticipated that the successful completion of the Project will help the County further realize the vision contained in the OSMP and significantly improve the safety for drivers, pedestrians and cyclists; improve the overall quality of life for its citizens and visitors; and improve access from downtown Miami to recreational amenities, heritage sites, scenic natural resources, parks, beaches, and public spaces on Virginia Key, Key Biscayne, and Miami Beach.

PROS currently manages and maintains the subject Causeways of this Solicitation; to wit, the Rickenbacker Causeway and the Venetian Causeway. A brief history and description of these Causeways follows:

- Originally opened in November 1947, the four-mile **Rickenbacker Causeway** connects Miami to the barrier islands of Virginia Key and Key Biscayne across Biscayne Bay and includes three bridges: Bear Cut Bridge, West Bridge, and William Powell Bridge. The Rickenbacker Causeway provides access to the Miami Seaquarium, the University of Miami Rosenstiel School of Marine and Atmospheric Science, the MAST Academy, Virginia Key Park, and the Miami Marine Stadium on Virginia Key; the County Beach Parks along Hobie Island and Virginia Key; and Crandon Park, the Village of Key Biscayne, and Bill Baggs Cape Florida State Park on the island of Key Biscayne. While it serves as a key transportation corridor, it is also one of the most popular locations for thousands of residents and visitors who enjoy cycling, walking, exercising, picnicking, swimming, fishing, nature viewing, and other leisure recreation activities, and including the unique open sky experience enjoyed while driving along the Parks and Causeway.

In 1985, the William Powell Bridge was constructed to replace the prior bridge. In 2011, the West Fishing Pier adjacent to the bridge was demolished. Beginning in 2012, the Bear Cut and West Bridges underwent significant repair and rehabilitation, including the demolition and construction of a new superstructure, with work completed in 2014. Regular maintenance continues to be performed by PROS and the Miami-Dade County Department of Transportation and Public Works ("DTPW").

In addition to being a key vehicular transportation corridor for the County, the Rickenbacker Causeway is also highly used by pedestrians, joggers, runners, bicyclists, and other residents and visitors who enjoy the leisurely walks and picnics on the beach. The Rickenbacker Causeway is part of the Miami-Dade County Greenway Network which, along with other greenway trails, provides a cycling route from Key Biscayne to Florida City.

- Originally constructed in 1927, the **Venetian Causeway** crosses Biscayne Bay between the City of Miami on the mainland and the City of Miami Beach, spanning 11 man-made Venetian Islands across 12 bridges (10 fixed and two bascule bridges). A long-standing and unique feature of Miami-Dade County, the Venetian Causeway was included in the National Register of Historic Places in 1989, and the cities of Miami Beach and Miami have also designated the Causeway as a local historic landmark.

In 1999, the Florida Department of Transportation ("FDOT") completed a multimillion restoration project of the Venetian Causeway consisting of major rehabilitation of the beams and decks for all 12 bridges, the complete replacement of the bascule portion of the East Venetian Bascule Bridge, and the replacement of approximately 70% of the West Venetian Bascule Bridge, including the bascule span itself. Between 2009 and 2011, the County conducted a major rehabilitation to repair the Venetian Causeway bridges' beams and decks, with the scope of work for this project including major repairs to the support beam, the removal of existing concrete and the addition of new, reinforcing concrete. Major repairs were also performed on the diaphragm, the deck underside and the support piers. Since that time, DTPW Road and Bridge Maintenance crews have provided regular maintenance, and additional bridge repairs have been performed; however, due to their location in Biscayne Bay and low elevation, the Venetian Causeway bridges have been and continue to be subject to the typical deterioration caused by a harsh marine environment. Accordingly, as a result of this wear and tear, the Venetian Causeway is currently subject to weight restrictions which are enforced by FDOT. While it serves as a key transportation corridor, it is also a popular location for cycling, running and walking along the Venetian Causeway.

3.2 Scope of Work/Objectives

The Scope of Work for the Project includes the design, construction, financing, operation, repair, and maintenance of the Causeways and the development of park and recreational elements for public use, including permitting and environmental approvals. This is a multimodal transportation mobility Project designed to address vehicle, bicycle and pedestrian flow and safety, with a recreational component. In addition to providing for vehicular travel on the Causeways, the Project should also provide for safe, accessible, connectivity for pedestrians walking, jogging, running, and cycling utilizing the greenway trails along the Causeways in alignment with Vision Zero, a multi-national road traffic safety project that aims to ultimately eliminate fatalities or serious injuries involving road traffic. The Project shall provide enhanced recreational opportunities available on County-owned lands located along these iconic scenic greenways.

Accordingly, through this Project, the County seeks to accomplish the following Project objectives:

- (a) Development of the Rickenbacker Causeway to allow for the improvement of the Causeway, including bicycle and pedestrian lanes physically separated and protected from vehicular traffic by various means such as raised sections of trail while preserving the scenic views and improving safety for motorists;
- (b) Modification of the bridges and roadways along Rickenbacker Causeway, including William Powell Bridge, and West Bridge with a special emphasis on preserving and enhancing the “heritage and scenic street” character of the Rickenbacker Causeway as described in the OSMP;
- (c) Replacement of Bear Cut Bridge;
- (d) Construction of a protected bikeway and pedestrian walkway for both Causeways;
- (e) Addressing Causeways infrastructure to provide resiliency and mitigate future sea level rise projections, flooding, and increased storm surge;
- (f) Creation of an iconic, state of the art observation deck on the Rickenbacker Causeway;
- (g) Implementation of a holistic and integrated approach to the expansion and redesign of the Public Park land and public beaches along the entirety of the Rickenbacker Causeway and development of Public Park Concessions (see Section **3.4.3, Concession Revenues** for the types of concession services contemplated);
- (h) Development and construction of an interpretive resiliency center along Rickenbacker Causeway as well as other amenities including, but not limited to, a trailhead, comfort stations, and bike repair stations;
- (i) Demolition of existing fishing pier and development and construction of a new fishing pier(s) at the Rickenbacker Causeway with adjacent Concession(s);
- (j) Replacement of the ten (10) fixed and one (1) bascule bridges at the Venetian Causeway;
- (k) Addition of protected bike lanes along the Venetian Causeway;
- (l) Addressing existing seawalls and island shoreline protection, as needed, on both Causeways to mitigate future sea level rise projections, flooding, and increased storm surge;
- (m) Development and construction of potential recreational uses along the Venetian Causeway; and
- (n) Transfer of toll collection, operational, repair, and maintenance obligations of the Rickenbacker and Venetian Causeways to the Concessionaire for the term of the Project/Concession Agreement.

The Technical Specifications for the Project are attached hereto as **Attachment 1**. Proposers must comply with the Technical Specifications.

Additional considerations include, but are not limited to, the following:

- (a) Traffic from existing, planned and potential venues along the Rickenbacker Causeway must be considered in the design. A traffic study will be required as part of the Interim Agreement due diligence phase of the Project.
- (b) The design of the separation of the roadways, bicycle paths and intersections needs to take into consideration traffic flow throughout the Rickenbacker Causeway and reduce impediments to improve traffic flow. Safe transition to and from the Rickenbacker Causeway should be considered in the design.
- (c) Causeways must be maintained at the appropriate level of service required to meet, at minimum, county, state and federal requirements for construction, operation and maintenance of the Causeway areas.

3.3 Project Site

The Project Site will be located within the County's rights-of-way of the Rickenbacker Causeway and the Venetian Causeway, all as shown in the site surveys included in **Attachment 1**. The Concessionaire shall be required to perform due diligence, including but not limited to, on matters of title and all recorded and unrecorded interests, restrictions, covenants and encumbrances, to satisfy itself that it can undertake the Project as contemplated by this Solicitation and determine whether the release, modification, extinguishment or acquisition of any such interests, restrictions, covenants and encumbrances are necessary or whether any other acquisition of land is required for the Project. The release, modification, extinguishment or acquisition of any such interests, restrictions, covenants and encumbrances or acquisition of additional land or property interests shall be the responsibility of the Concessionaire, at its sole expense. The County, at its sole discretion, may facilitate land acquisition through any and all available means with the Concessionaire bearing all costs, including the cost of County Personnel, for the Project purposes defined herein.

Additionally, the Concessionaire may be required to obtain rights to use or improve submerged land from other parties as may be necessary in order to complete the Project. The acquisition or agreement for use of any submerged land and any permits or approvals required from the entity having jurisdiction shall be the sole responsibility of the Concessionaire, at its sole expense, on behalf of the County.

3.4 Financing Structure and Source of Funding

3.4.1 Costs

The Concessionaire shall finance and/or fund all of the Work and Services with respect to the Project for the term of the Project/Concession Agreement, as further defined below:

- (a) Concessionaire shall bear all Project costs.
- (b) Concessionaire shall be responsible for the financial satisfaction of all existing debt obligations as of the date of the Project/Concession Agreement (see **Attachment 5, Existing Debt Obligations and Bond Defeasance**).
- (c) The County shall not incur any costs for the Project.
- (d) The County shall not be responsible for cost overruns.

Notwithstanding the Concessionaire's responsibility to finance and/or fund all of the Work and Services for the Project, the County reserves the right to make a milestone payment(s) to the Project, as stated in the Project/Concession Agreement, related to any federal funding or other funding received by the County for this Project.

3.4.2 Toll Revenues

The Concessionaire will be entitled to collect revenues from the toll operations of the Causeways for the term of the Project/Concession Agreement, including escalations, as may be negotiated between the parties. Any proposed rates under the Project/Concession Agreement for annual plans will be negotiated between the Concessionaire and County, with any such proposed rates subject to Board

of County Commissioner approval. Tolls for property owners on the Venetian islands are governed by deed restrictions. Pursuant to existing deed restrictions, property owners on the Venetian islands are excluded from paying any tolls for their use of the Venetian Causeway.

The Concessionaire will collect, maintain and use the toll revenues from each Causeway independently of each other and hold such revenues in segregated accounts. Toll revenues from the Rickenbacker Causeway will be used by the Concessionaire only for the design, construction, improvement, repair, operation and maintenance of the Rickenbacker Causeway or for repayment of debt incurred for same, and toll revenues from the Venetian Causeway will be used only for the design, construction, improvement, operation and maintenance of the Venetian Causeway or for repayment of debt incurred for same.

Proposers shall not use revenues for the design, construction or maintenance of the interpretive center operations nor for other amenities that do not provide a substantial benefit to toll payers. Additionally, it is the County's intent to use any milestone payment(s) as noted above to defray escalation of the toll rates, as negotiated between the parties during the Interim Agreement.

3.4.3 Concession Revenues

In the County's sole discretion, and subject to negotiations, the Concessionaire shall be entitled to collect Concession Revenues, including fees for use of the interpretive center, food and beverage and other retail sales, recreational Concessions, naming rights, and digital or any other form of advertising as legally permitted under local, state and federal laws, including but not limited to, the County's sign ordinance. The Concessionaire 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.

3.4.4 Federal Funding

The County anticipates applying to the FDOT/FHWA funding program for the Project. The Project Development and Environment Study (PD&E) phase for the 11 bridge replacement on Venetian Causeway is in the final stage, to be concluded in September 2021. For the Rickenbacker Causeway, see **Exhibit 1** for the LAP Agreement for the Hobie Island North Side Shoreline and Roadway Protection project. The Concessionaire shall assist the County throughout any grant process.

3.5 Financial Responsibility

The Concessionaire shall provide any and all financing required to meet its obligations during the term of the Interim Agreement and the term of the Project/Concession Agreement. The financing may be provided through private debt or equity for the anticipated costs of the Project, including reasonable reserves to address operation lifecycle replacement and contingencies. The Concessionaire must have the capacity to finance the Project from construction, during operations and to the end of the term of the Project/Concession Agreement. The Concessionaire must ensure the availability of moneys that will meet Project funding demands.

The County will not share in any of the costs for the Project during the Interim Agreement and Project/Concession Agreement, except as noted in **Section 3.4.1, Costs**, wherein the County reserves the right to make a milestone payment(s) to the Project. However, the County may negotiate the terms of the Interim Agreement to provide compensation to the Concessionaire in the event of termination of the Interim Agreement (see **Attachment 2 – Draft Interim Agreement**).

3.6 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 the **Technical Specifications (Attachment 1)** and the **Parks Open Space Master Plan (Exhibit D to the Technical Specifications)** 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 Concessionaire's right to claim relief under the terms of the Interim Agreement or Project/Concession 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.

Note that in the **Technical Specifications (Attachment 1)**, some materials in **Exhibit I, As Built**s are confidential in nature due to security sensitive information and the release of these documents is subject to the County's process as outlined at the *Request Public Records from Transportation and Public Works* website at:

https://www.miamidade.gov/global/service.page?Mduid_service=ser1496954586080464.

Potential Proposers requesting the security sensitive documents will be required to execute a release form and undergo a background check prior to receiving such material. In particular, and without limiting the generality of the foregoing, the County may as part of this process require execution of the form in connection with security requirements of such security sensitive documents that are confidential and exempt from public disclosure pursuant to section 119.071(3)(a), Florida Statutes. The *Release of Plans and Records Process* form can be found at:

<http://intra.miamidade.gov/transitnet/library/public-records-request-form-drawings-specs.pdf>.

3.7 Revenue to the County

The County anticipates receiving compensation from the Project for the County's administration, management, and oversight of compliance matters for the Project in the form of a share of miscellaneous fees and charges, Concession Revenues, upfront payments or other forms of compensation, subject to negotiations by the parties during the Interim Agreement.

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. To the extent the County determines that a Proposal is not responsive, the County will not be entitled to draw on the relevant Proposer's Proposal Security, and shall promptly return the Proposal Security to the relevant Proposer.

4.2 Review of Proposals/Proposers for Responsibility

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

4.3 Evaluation Criteria

Proposals will be evaluated and scored by a quorum of the members of the respective Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee(s) will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The evaluation criteria are itemized below with their respective weights for a maximum total of one thousand (1,000) points per Competitive Selection Committee member.

Technical Criteria	Points Per Member
Volume A: Proposer and Team Members Qualifications and Capabilities	200
Volume B: Proposed Project	200
Volume C: Project Approach	300
Financial Criteria	
Volume D: Financial Plan	300

4.4 Oral Presentations

Upon evaluation of the 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 Proposals remaining in consideration based upon the written Proposal combined with the oral presentation.

4.5 Selection Factor and Local Certified Veteran Business Enterprise Preference

4.5.1 Selection Factor

A Small Business Enterprise Selection Factor is not applicable to this Solicitation.

4.5.2 Local Certified Veteran Business Enterprise Preference

The Local Certified Veteran Business Enterprise Preference is not applicable to this Solicitation.

4.6 Local Preference

Local Preference is not applicable to this Solicitation.

4.7 Negotiations

The Competitive Selection Committee(s) will submit the results of the evaluation identifying the highest ranked Proposer to the County Mayor or designee with its recommendation as to which, if any, of the Proposer(s) should enter into negotiations with the County to establish an Interim Agreement. Based upon the recommendation and other information as deemed appropriate in the County’s sole discretion, the County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any. In any event the County engages in negotiations in order to achieve an Interim Agreement, the discussions may include price and conditions attendant to price.

Notwithstanding the Financing Structure and Funding Sources outlined in **Section 3.4**, which has been established for the purposes of evaluation, the County reserves the right to negotiate any pricing terms, including 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. If any Proposer invited to participate in negotiations fails to attend or 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, the Proposer will be deemed to have failed to engage in good faith negotiations with the County and shall forfeit its Proposal Security.

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 provide to the County:

- (a) 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.)
- (b) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. R-828-19.
- (c) 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).

Additionally, any Proposer recommended for negotiations shall comply with the lobbyist registration requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance pursuant to Section 2-11.1(s) of the Code. Attendees actively participating in the negotiations with Miami-Dade County are required to register as a lobbyist. A principal of any corporation, partnership or other entity who appears as a lobbyist on behalf of an entity, without special compensation or reimbursement for the appearance, shall register as a lobbyist with the Clerk of the Board as required by the Code, but shall not be required to pay any registration fees. Please visit the link regarding the lobbyist registration process: <https://www8.miamidade.gov/Apps/COB/LobbyistOnline/home.aspx>. Proposer may reach out to the **Commission on Ethics at 305-579-2594** for guidance.

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.

4.8 **Contract Award**

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

4.9 **Rights of Protest**

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

5. AGREEMENT PROCESS

5.1 **Agreement Process**

The County anticipates entering into an Interim Agreement with one selected Proposer to become the Concessionaire as an initial phase of Contract award, upon Board of County Commissioners review and approval. The Draft Interim Agreement is attached as **Attachment 2**. During the fulfillment/undertaking of the Interim Agreement, the County anticipates negotiating the terms of one or more comprehensive Project/Concession Agreements with the Concessionaire, to be executed following completion of the Interim Agreement

and following Board of County Commissioners review and approval. A term sheet for anticipated contractual language to be included in the Project/Concession Agreement is attached hereto as **Attachment 3**. The Concessionaire awarded the Interim Agreement by the County shall have the exclusive right to enter into negotiations with the County to achieve a Project/Concession Agreement(s). In addition to setting forth proposed terms, including technical specifications, operational requirements, and handback requirements, for any Project/Concession Agreement, the Interim Agreement will provide for (a) the enhancement, refinement, and further development of the Project, (b) the completion of Pre-Development Work due diligence required, including stakeholder and community engagement, (c) the establishment of a productive and interactive working relationship between the Parties, and (d) the establishment of the parameters for the negotiation, and successive Board review and approval, of any Project/Concession 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/Concession Agreement(s) will require the Concessionaire to design, permit, construct/build, finance, manage, operate, repair and maintain the Rickenbacker and Venetian Causeways, associated Greenways, parks, and other recreational improvements, and will grant Concessionaire rights to collect revenues pursuant to the terms set forth in the Project/Concession Agreement. The County anticipates applying for federal funding for this Project and the Project/Concession Agreement will obligate the Concessionaire to assist the County throughout the entire grant process.

6. PROPOSAL SUBMISSION

6.1 Proposal Submission Package

The following shall be submitted in response to the RFP.

- BidSync Forms
 - Proposal Submittal Form
 - Subcontracting Form
 - Lobbyist Registration Form
 - Contractor Due Diligence Affidavit.
- Proposer Information Section, including all forms as may be requested therein.
 - Form A – Technical Experience
 - Form B – Key Personnel Reference Contact Information
 - Form D-1 – Proposal Security - Bond (see **Proposer Information Section** regarding submittal of original and copy)
 - Form D-2 – Proposal Security - Irrevocable Standby Letter of Credit (see **Proposer Information Section** regarding submittal of original and copy)
- Federal Forms
 - Form C - LAP Certification of Current Capacity
 - Form E - Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
 - Form F - Disclosure of Lobbying Activities
 - Form G - Non-Collusion Declaration and Compliance with 49 CFR § 29
 - Form H - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Form I - Buy America Certificate of Compliance

FAILURE TO COMPLETE AND SUBMIT THE FEDERAL FORMS WITH THE PROPOSAL AND IN THE MANNER OUTLINED THEREIN MAY RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.