

**Solicitation Packet  
for  
Solicitation PM-E25MP01**

**TRANSP PLANG ORG TPO GENERAL PLANNING  
CONSULTANT G**

**Solicitation Designation: PUBLIC**



**Miami-Dade County**

# Miami-Dade County

Table of Contents .....	1
LOQ_E25MP01_Draft.doc .....	3
NTPC_INFORMS_E25MP01-4-29-Final.pdf .....	5



MIAMI-DADE COUNTY – STRATEGIC PROCUREMENT DEPARTMENT (SPD)  
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)

**(I) - PROJECT INFORMATION**

SPD Project No.: **E25MP01** Measures Goal ☒ DBE: **10.54%** No. of Addenda Received:  
Project Name: **GENERAL PLANNING CONSULTANT (GPC) PHASE IX**

**Prime # 1**

**(II) - PRIME CONSULTANT INFORMATION**

Name: FEIN: E-mail:  
Business Address: Principal: Phone: ( ) -  
Contact Person's Name and Title: Project Manager: Fax: ( ) -  
Assigned Personnel:

**Sub #**

**(III) - PROPOSED A/E SUB-CONSULTANT(S) INFORMATION**

**Firm Name FEIN Assigned Personnel**

**2**  
**3**  
**4**  
**5**  
**6**  
**7**  
**8**  
**9**  
**10**

**(IV) – A/E TECHNICAL CERTIFICATION REQUIREMENTS**

(Please use Prime # and Sub # to identify each firm from section II and III)

**A/E Technical Certification Category**

**Prime**

**Sub #**

**1.01 Transportation Planning - Urban Area and Regional Transportation Planning - PRIME**

**1.02 Transportation Planning - Mass and Rapid Transit Planning - PRIME**

**3.04 Highway Systems - Traffic Engineering Studies**

**No.**

**(V) - PROPOSED NON-A/E SUB-CONSULTANT(S) INFORMATION**

(Non-A/E firms shall not perform services described in a Technical Certification Categories)

**a** Firm Name: FEIN: Phone: ( ) -  
Address:  
Assigned Personnel:  
Assigned Services:

**b** Firm Name: FEIN: Phone: ( ) -  
Address:  
Assigned Personnel:  
Assigned Services:

<b>c</b>	Firm Name:	FEIN:	Phone: (    )    -
	Address:		
	Assigned Personnel:		
	Assigned Services:		
<b>d</b>	Firm Name:	FEIN:	Phone: (    )    -
	Address:		
	Assigned Personnel:		
	Assigned Services:		

<b>(VI) - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY</b>

<b>(VII) - RESUMES FOR ASSIGNED PERSONNEL</b>
Attach resumes for assigned personnel identified on this LOQ.

<b>(VII) - PRIME CONSULTANT ACKNOWLEDGEMENT</b>
<p><b>THE EXECUTION OF THE LOQ CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF HIS OR HER PROPOSAL. FAILURE OF AN AUTHORIZED PRIME FIRM REPRESENTATIVE TO SIGN THIS LOQ WHERE INDICATED BELOW, MAY RENDER THE PROPOSAL NON-RESPONSIVE. HOWEVER, THE COUNTY MAY, AT ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF HIS OR HER OFFER.</b></p>
<p>I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.</p> <p>Authorized Prime Consultant's Representative: _____ Title: _____  (Print Name)</p> <p>Signature Authorized Representative: _____ Date: _____</p>



**MIAMI-DADE COUNTY, FLORIDA  
NOTICE TO PROFESSIONAL CONSULTANTS (NTPC)  
MIAMI-DADE COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO)  
GENERAL PLANNING CONSULTANT (GPC) PHASE IX  
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E25MP01**

**NTPC AVAILABLE FOR DISTRIBUTION:**

April 29, 2025

**PRE-SUBMITTAL PROJECT BRIEFING (IN-PERSON) TO BE HELD:**

(While attendance is not mandatory, interested parties are encouraged to attend)

May 12, 2025, at 10:00 AM (Local Time)

150 West Flagler Street, 19<sup>th</sup> Floor Conference Room

Miami, Florida 33130

**DEADLINE FOR RECEIPT OF QUESTIONS:**

May 21, 2025, AT 2:00 P.M. (Local Time)

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

Franklin Gutierrez, A/E Consultant Selection Coordinator

Strategic Procurement Department (SPD)

111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128

Telephone: (305) 375-2173

E-mail: [Franklin.Gutierrez@miamidade.gov](mailto:Franklin.Gutierrez@miamidade.gov)

**DEADLINE FOR RECEIPT OF PROPOSALS:**

June 9, 2025, AT 2:00 P.M. (Local Time)

The Executive Director, Transportation Planning Organization (TPO), pursuant to Section 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the County Code, Implementing Order 3-34 and 3-39 announces that TPO is seeking a pool of nine (9) Architectural and Engineering A/E consultants to assist the TPO in providing transportation planning services for Miami-Dade County.

It is the policy of Miami-Dade 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 (" I.O. "7-7).

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the County give preference to a Proposer based on the Proposer's social, ideological or political interests. Therefore, nothing in this NTPC shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor or

give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

The Architectural Engineering website includes links to the following project specific documents as they become available: Selection Committee Appointment Memoranda, Pre-Submittal Project Briefing Attendance List, List of Respondents, Schedule of Presentations as applicable, and Evaluation Meeting Tabulation Sheets showing final rankings.

Website: [www.miamidade.gov/procurement/architectural-engineering-reports.asp](http://www.miamidade.gov/procurement/architectural-engineering-reports.asp)

**PURSUANT TO REVISIONS TO MIAMI-DADE COUNTY IMPLEMENTING ORDER 3-39 AND ADOPTION OF IMPLEMENTING ORDER 3-68, THE EVALUATION CRITERIA, TIE BREAKING PROCEDURES, AND SUBMITTAL REQUIREMENTS AMONGST OTHERS HAVE CHANGED.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **TABLE OF CONTENTS**

<b>DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES.....</b>	<b>4</b>
1.1 Definitions	1.17 Draft Professional Services Agreement
1.2 Notice of Electronic Bidding	1.18 Sustainable Building / Infrastructure Program
1.3 Scope of Services and Terms	1.19 Vendor Registration
1.4 A/E Technical Certification Requirements	1.20 Public Entity Crimes
1.5 Contract Measure(s)	1.21 Lobbyist Contingency Fees
1.6 Teaming Restrictions	1.22 Intentionally Omitted
1.7 Pre-Qualification and Technical Certification Requirements	1.23 Intentionally Omitted
1.8 Reporting of Subconsultants Payment Via the County's Web-Based System Business Management Workforce System (BMWS)	1.24 Scrutinized Companies
1.9 Additional Information/Addenda	1.25 Listing of Subcontractors Required
1.10 NTPC Availability	1.26 Access Statement for Notices of Public Meetings and Department Publications
1.11 Applicable Legislation	1.27 Sea Level Rise
1.12 Cone of Silence	1.28 Public Records and Contracts for Services Performed on Behalf of Miami-Dade County
1.13 Communications and Submittal of Additional Information	1.29 Intentionally Omitted
1.14 Intentionally Omitted	1.30 Team Composition
1.15 Confidential Information	1.31 Rights of Protest
1.16 Organizational Conflicts of Interest (OCI)	1.32 Listing of Subconsultants Via the County's Web-Based Business Management Workforce System (BMWS)
	1.33 Inspector General Reviews
	1.34 E-Verify Requirement

## **DIVISION 2.0 PROPOSAL REQUIREMENTS.....29**

- 2.1 Format and Contents
- 2.2 Submittal Requirements
- 2.3 Postponement/Cancellation
- 2.4 Costs Incurred by Proposers

## **DIVISION 3.0 EVALUATION/SELECTION PROCESS.....34**

- 3.1 Introduction
- 3.2 Selection Process
- 3.3 Proposal Evaluation
- 3.4 Negotiations

### **ATTACHMENTS:**

RFP/A&E/DB Proposal Submittal Form  
Miami-Dade County Letter of Qualifications (LOQ)  
Lobbyist Registration Affidavit  
SPD Form No. 11 Experience & Qualification/Preference/Reference Form  
Contractor Due Diligence Affidavit  
Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit  
Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit  
Exhibit "A" Draft Professional Services Agreement  
Exhibit "B" DBE Clauses for WO Professional Services  
DBE Forms:  
    DBE Prime and Subcontractor/Subconsultant Information Form

DBE Schedule for Participation Form  
Exhibit “C” PROFESSIONAL SERVICES COMMITMENT FORM – #375-030-83



## **DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES**

### **1.1 DEFINITIONS**

The following definitions, as well as additional terms necessary for understanding the provisions of this solicitation, are defined in Implementing Order (“I.O.”) 3-39. Subject legislation may be obtained via the internet at [www.miamidade.gov](http://www.miamidade.gov), or from the Clerk of the Board (COB); refer to Division 2.2 for COB location.

- a) A/E: Architectural and engineering.
- b) A/E Consultant Selection Coordinator: The person designated by the County as the primary contact for this solicitation, whose name appears on the cover of this NTPC. Synonymous with the term “Contracting Officer”.
- c) BCC: Board of County Commissioners.
- d) BMWS: Business Management & Workforce System: Shall refer to the County’s web-based system used to report all Miami-Dade County A/E, Design-Build and Construction contracts awarded and payments to Prime(s) and Subconsultants/Subcontractors.
- e) COB: Clerk of the Board of County Commissioners.
- f) County: shall refer to Miami-Dade County, Florida.
- g) CSC: Competitive Selection Committee. As defined in Section 2-10.4 (5) of the Code, the committee appointed by the County Mayor or County Mayor’s designee to evaluate qualifications and performance of the firms requesting consideration for the specific project, and select the most qualified firm (s) to perform the services.
- h) Consultant: Respondent that receives an award of a contract, from the County, as a result of this solicitation. Consultant is also synonymous with the term “prime consultant”.
- i) Contract: Synonymous with the term “agreement.” An agreement refers to the Professional Services Agreement (PSA).
- j) Experience and Qualifications: An aptitude and knowledge/familiarity factor which shall be considered by the appointed CSC during the evaluation process.
- k) INFORMS: Integrated Financial Resources Management System: shall refer to the technology utilized to track budget, procurement (including soliciting and receiving bids through the Strategic Sourcing module), as well as human resources, and financial operations for the County.
- l) LOQ: Letter of Qualifications. A two-page document identified in this NTPC, which will be utilized by Miami-Dade County to obtain information from A/E firms about their qualifications. Subject LOQ is required to be submitted on or before the deadline for receipt of proposals.
- m) “Mayor” shall mean the Executive Director of the Transportation Planning Organization or his or her designee.

- n) Non-Responsive: Term utilized to identify a proposer, who in the County's sole discretion, has not complied with all the material requirements outlined in the solicitation, as applicable. Those proposers who are found non-responsive may not be considered for contract award.
- o) NTPC: Notice to Professional Consultants. A document soliciting professional A/E services. Subject document contains scope description, technical certification requirements, applicable contract measures, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.
- p) Strategic Procurement Department ("SPD") which serves as the centralized department for the purchase of goods, services, including professional architectural /engineering services under the Consultants' Competitive Negotiation Act ("CCNA"), Sec. 287.055, Fla. Stat. and capital projects by the County, its agencies and instrumentalities.
- q) Preference: Term utilized to identify positive evaluation consideration granted, by the appointed CSC, to consultants demonstrating favored experience, as denoted in Section 1.3, Scope of Services.
- r) Pre-Qualification Certification: An annual certification process required of all firms providing A/E, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements.
- s) Project: Shall mean that fixed capital outlay study or planning activity as defined in Section 2-10.4(1) (e) (1) and (2), of the Code.
- t) Proposer: The person, firm, business entity, or organization submitting a response to this solicitation. Term is synonymous with the words "submitter" and/or "respondent."
- u) PSA: Professional Services Agreement. Synonymous with the term "contract."
- v) Qualifier: A full-time professional employee of the firm whose project references comply with the specific Technical Category requirements and are listed on the Technical Certification Form 2 on file with Miami-Dade County.
- w) Responsive: Term utilized to identify a proposer who, in the County's sole discretion, has complied with all the material requirements outlined in the solicitation, as applicable.
- x) SBD: Small Business Development, a unit of the Office of the Mayor.
- y) Technical Certification: Comprehensive review by the County Technical Certification Committee affirming a firm's eligibility to provide professional services to the County in various technical categories.
- z) TPO: Transportation Planning Organization

## **1.2 NOTICE OF ELECTRONIC BIDDING**

This NTPC is being solicited electronically through the INFORMS. Electronic bids are to be submitted through a secure mailbox at INFORMS (<https://supplier.miamidade.gov>) until the date and time indicated in this Solicitation document. It is the sole responsibility of the

Proposer to ensure their proposal reaches INFORMS 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 INFORMS. Electronic proposal submissions require the uploading of electronic attachments and Proposers must **CONFIRM** their proposal (acknowledge) in order for the proposal to be received by the County through INFORMS. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All proposals received and time stamped through the County's INFORMS system, prior to the proposal submittal deadline shall be accepted as timely submitted. **If you submit your Proposal and subsequently an Addendum is issued, failure to resubmit the Proposal by clicking on the "Submit Bid" button, after acknowledging Addenda or making any edits to your Proposal in INFORMS, will result in your Proposal not being received by the County.** The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. 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). For information concerning technical specifications please utilize the question/answer feature provided by INFORMS at <https://supplier.miamidade.gov> within the solicitation. **If there are any questions regarding INFORMS, please contact INFORMS Support at 305-375-5773 or email: [ISD-VSS@miamidade.gov](mailto:ISD-VSS@miamidade.gov).**

Proposers are encouraged to access the link below to assist with submission of responses to the Solicitation:

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

**No part of your proposal can be submitted via HARDCOPY, EMAIL, OR FAX, unless otherwise expressly directed by the solicitation documents.**

### **1.3 SCOPE OF SERVICES AND TERMS**

TPO is in need of a pool of A&E consultants to assist in providing transportation planning services for Miami-Dade County. The consultants will provide professional planning activities on as-needed basis to assist the TPO in the development of the transportation planning process as required. TPO staff will develop detailed work orders for specific assignments. These may include any one or more of the following activities:

#### **A. Support of Core Requirements**

1. Long Range Transportation Plan (LRTP)
  - Development of forecasts and trends to develop/update Socio Economic Data
  - Scenario Planning: assist with the evaluation of a future-based scenario in a 20-year minimum horizon taking into consideration how land use and mobility are impacted through technology, environmental and demographic changes in the region
  - Maintenance of the current adopted LRTP including amendments and

- administrative modifications
  - Development of studies and documents in preparation of the future LRTP
  - Preparation of the future LRTP as per federal and state requirements.
  - Support with research and any policy and/or technical analysis to update LRTP issues as needed to support federal and/or state policy changes
  - Provide support for public involvement as per federal and state requirements
  - Provide support for ETDM Planning Screening to assess impacts to the LRTP
2. Transportation Improvement Program
- Assist with any financial and/or technical analysis to support the TPO in the review of LRTP Priority II projects to develop List of Priority Projects
  - Assist the TPO to facilitate coordination with partner agencies to compile and publish List of Priority Projects
  - Assist the TPO with coordination efforts with partner agencies to develop the TIP, including support for TIP Development Committee Meeting, development of presentations and supporting documentation during the process
  - Maintain and update the TIP, including TIP amendments and modifications
  - Maintain and update the TIP Database and interactive tool including data and geographic information and interactive mapping for projects
  - Assist with financial analysis to ensure conformity of capital expenditures between the TIP and Capital Improvement Element of the CDMIP and consistency with the LRTP for all transportation modes
3. Unified Planning Work Program
- Assist with the development of the Unified Planning Work Program
4. Public Participation Plan
- Assist with the development/update of the federally required Public Participation Plan
  - Assist with the development of an Annual Report which features yearly activities and accomplishments of the TPO
  - Assist with the organization and hosting of in-person, hybrid or virtual community outreach events, peer exchanges, meetings, special events, and conferences related to the transportation planning process
  - Assist with organization, planning, and administering TPO Governing Board Summits, General Assemblies and other special events
  - Assist with full spectrum of social media services
  - Assist with the management of the TPO website
  - Utilize the complete spectrum of visual techniques for the development of educational videos to disseminate information regarding the transportation planning process. Provide public involvement technical support for the development of necessary

creative content to assist in the communication of all TPO efforts including materials for TPO sponsored events, conference presentations, student educational outreach materials, related study/project fact sheets, etc.

- Provide support for the use of applicable Artificial Intelligence (AI) applications to deploy public involvement strategies.

5. Performance Management

- Assist with maintaining geographic information systems, shapefiles and geodatabases that support the interactive tool on the TPO website and to monitor the Performance Management federal and state requirements
- Assist with the prioritization of long- and short-range processes and criteria to establish annual project priorities and prioritized long range improvements

**B. Federal, State, and Regional Planning**

1. Modeling activities and Southeast Florida Regional Planning Model Support: cyclical data collection effort – regional trends – compare regional trends
2. Regional Transportation Plan support
3. Transportation Partners related activities including conferences
4. Financial analysis and innovative funding techniques

**C. Technical Programs**

1. SMART Program Plus
  - a. Land use scenarios
  - b. Economic mobility and accessibility
  - c. Market demand analyses
  - d. Travel demand forecasting
  - e. Transit oriented communities analyses
  - f. Real estate and housing analysis as related to transportation impacts
  - g. Technical support on the rapid transit corridors project development studies led by transportation partner agencies
  - h. Development of program management plan
  - i. Comprehensive economic development plan
  - j. Financial models/capital plan and cost estimates
  - k. County Simplified Trips on Project Software (STOPS) model development/calibration
  - l. Public outreach/involvement
  - m. SMART Street Transportation Enhancements Program (STEP)
  - n. Livability, walkability and relationships between transportation and health
  - o. Pilot Projects
  - p. Performance measures, development of tracking systems including dashboards, and other real-time mobility travel data tools
  - q. Active transportation and First-Last Mile accessibility analysis
2. General public and municipal programs
3. SMART Demonstration program
  - Assist the TPO with the preparation of technical reports to

- monitor the progress of SMART Demonstration projects
- 4. Strategic initiatives/pilot projects
- 5. Data Collection
  - Surveys including but not limited to innovative techniques
  - Innovative techniques for multimodal data collection
  - Origin-Destination data
  - Data monitoring and tracking
  - Highway traffic counts program
  - Non-motorized counts/data
  - Socio-economic data
  - Land use data
- 6. Multimodal/Intermodal Planning activities
  - Bikeways
  - Pedestrian
  - Transit
  - Micromobility
  - Freight
  - Micromobility
- 7. Future Areas of Emphasis
  - Resiliency
  - New and Emerging technologies
  - Housing and Transportation
  - Connection between accessible mobility and health/longevity
  - Emergency response
- 8. Roadway/Highway Network
  - Transportation, system, management and operations
  - Comprehensive Development Master Plan and travel demand modeling support
  - Traffic Analysis Zones/Micro Analysis Zones review
  - Systemwide Level of Service analysis
  - Safety studies and analysis
  - Accessibility: ADA, Title VI
  - Support for the implementation pilot projects
- 9. On-Site Support staff
  - a. Provide on-site technical staff capable of assisting in the performance of a diverse range of planning and administration services and other important work assignments as may be determined by the work order scope.
- 10. Model Application and Analysis
  - a. Provide technical model application and model output services. The services may include modeling process development, model performance evaluation, travel demand forecast for transportation modes, reviewing estimates, interpreting analysis results, and documenting modeling practices.
- 11. General Services
  - Conduct technical and transportation planning studies to support the TPO priorities.

- Collect data regarding traffic and transit information, including, but not limited to: traffic counts, accident records, surveys, passenger counts, vehicle delays.
- Update and analyze existing transportation data to determine transportation needs including, but not limited to, travel demand modeling, level of services (LOS) and future travel projections.
- Prepare maps, presentations, brochures, reports, and any necessary materials for public meetings, using state-of-the-art techniques including, but not limited to, Geographic Information System (GIS), 3-D effects and any other visual tools available in the market.
- Develop newsletters, brochures, issue papers, or other written products from pre-existing TPO technical documents, written or recorded transcripts of meetings, or oral briefings by staff or members of the board. Such work will include preparation of text, preparation of photographic or rendered graphics, layout, and supervision of printing of documents in full color.
- Develop visual presentation materials for meetings or briefings, including display boards, flip charts, slides, all of which may include charts, spreadsheets, maps, text, software or combinations of these. The consulting firm engaged in this effort should be prepared to utilize personal-computer based graphics display mediums and to provide the equipment necessary to present such information to individuals or large groups using active-matrix overhead projector couplers or projection-screen displays.
- Develop educational and/or project videos, including animation, to disseminate information in connection to the transportation planning process.
- Develop scope of services, fee estimates, and contract provisions for planning studies.
- Utilize applicable AI applications for the development and advancement of TPO studies, projects, or programs, as directed by TPO staff.
- Secure special professional services as may be required based on TPO Governing Board requests.
- Any other supportive task ancillary to the primary scope of services that may be needed to support the TPO's implementation of the Miami-Dade Transportation Systems.
- Consultant(s) may be required to make presentations before committees and boards.
- Training, Events and Development: The consultant(s) may also be required to provide training, events, and informational materials to TPO staff for conducting workshops, summits, conferences, peer exchanges or preparing technical reports, developing manuals, as necessary.

The TPO intends to retain nine (9) qualified consultants/team of firms for nine (9) separate Non-Exclusive Professional Services Agreements (PSA) with an effective term of 1,095 days (three (3) years) with two, one-year options to extend. The PSAs have a total combined estimated project cost of twenty million dollars (\$20,000,000), inclusive of contingencies and allowances.

The following rotational methodology will be used by TPO when assigning work to the awarded A/E firms for this project. These factors will be evaluated by the staff and presented to the Director's designee for their approval.

- Capabilities of the Team
- Workload
- Previous work assigned
- Familiarity with the location and infrastructure
- Schedule(s)
- Conflicts of Interest and Conflicts of Interest mitigation

No minimum amount of work or compensation is promised to the retained consultants. The County reserves the right to re-use the work products of the retained consultant(s) and to retain other consultants to provide the same or similar services at its sole discretion.

#### **Preferred Experience and Qualifications:**

Proposers are preferred to have experience in transportation planning and extensive knowledge of related federal, state and local requirements.

The expertise must be met by a qualified individual(s) of the prime and/or sub-consultant firm(s), as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications and preference stipulations shall be at the sole discretion of the County. The Competitive Selection Committee (CSC) may negatively evaluate proposals from firms they determine have failed to meet the above referenced experience and qualification(s). Information regarding the experience and qualification(s) and preference stipulations, for the Prime consultant, A/E sub-consultants, and non A/E sub-consultants, must be included in SPD Form No. 11, this form may be submitted more than once per individual Team member firm as applicable.

### **1.4 A/E TECHNICAL CERTIFICATION REQUIREMENTS**

#### **1.01 Transportation Planning - Urban Area Regional Transportation Planning (PRIME)**

#### **1.02 Transportation Planning - Mass and Rapid Transit Planning (PRIME)**

#### **3.04 Highway Systems - Traffic Engineering Studies**

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the "prime consultant". **The Prime Consultant will be held responsible for the coordination of all work and must hold technical certification in categories 1.01 Transportation Planning – Urban Area Regional Transportation Planning, and 1.02**



**Transportation Planning.** Joint ventures are not allowed. Firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas. See Section 1.7 for more information regarding the Pre-Qualification and Technical Certification process.

### **1.5 CONTRACT MEASURE(S)**

The Disadvantaged Business Enterprise (DBE) goal is:

**Nine (9) Agreement(s) each with a**

**10.54% DBE Aspirational Goal**

In accordance with 49 Code of Federal Regulations (CFR) Part 26.21, and Florida Department of Transportation's (FDOT) DBE Program Plan, Subpart B for DBE Participation. This means that contractors can help in attaining FDOT's overall aspirational DBE percentage through ordinary procurement methods. The race-neutral aspirational goal for this project is 10.54%. MDC is committed to supporting the identification and use of DBEs and other small businesses and encourages all reasonable efforts to do so.

Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by calling 850-414-4750 or visiting-

<https://www.fdot.gov/equalopportunity/serviceproviders.shtm>

### **1.6 TEAMING RESTRICTIONS**

Respondents must select between submitting as a prime consultant or sub-consultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

Consultants electing to submit as a prime consultant may only respond once to a solicitation, and are limited to participation on a single team. If submitting as a prime consultant, the prime consultant may not participate as a sub-consultant on the same solicitation.

If a prime consultant or sub-consultant fails to adhere to the restrictions stated above and participates in more than the outlined maximums, then all affected proposals shall be found non-responsive.

### **1.7 PRE-QUALIFICATION AND TECHNICAL CERTIFICATION REQUIREMENTS**

In accordance with Chapter 2, Section 2-10.4, of the County Code, and I.O. 3-39 of Miami-Dade County, all firms and/or individual consultants properly licensed to provide architectural / engineering ("A/E"), landscape architectural, land surveying and mapping services, must be Pre-Qualified and Technically Certified. For more information, please visit the following link: [Pre-Qualification Certification Process](#) and refer to I.O. 3-39. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Any change (e.g. termination, resignation, etc.) in a qualifying agent (Qualifier), must be immediately reported in writing to the

Technical Certification Committee, through SPD. Failure to notify the Committee will result in the termination of your current certification and a possible denial of any future certification requests.

Proposers (prime and/or sub-consultants) failure to be technically certified at the time of proposal submittal, as applicable, shall cause the proposal to be deemed non-compliant.

For non-project specific questions regarding Miami-Dade County's A/E Technical Certification and Certification Committee meeting dates, please contact Nubia Jarquin, SPD, at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the web at <http://www.miamidade.gov/procurement/pre-qualification-and-technical-certification-process.asp>

PLEASE VERIFY EACH TEAM MEMBER PROVIDING A/E SERVICES HAS AN APPROVED PRE-QUALIFICATION CERTIFICATION PRIOR TO THE RESPONSE DEADLINE.

#### **1.8 REPORTING OF SUBCONSULTANTS PAYMENTS VIA THE COUNTY'S WEB-BASED SYSTEM BUSINESS MANAGEMENT WORKFORCE SYSTEM (BMWS)**

The Prime A/E firms are responsible for reporting via the BMWS all payments made to each subconsultant participating on a County project and verification of payments received must be confirmed by the subconsultant via BMWS.

#### **1.9 ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing and submitted using the question/answer feature provided by INFORMS at <https://supplier.miamidade.gov>. Subject requests must be submitted no later than the deadline for receipt of questions shown on the cover page of this NTPC.

The County will issue responses to inquiries and any other supplements, corrections or amendments it deems necessary in the form of written addenda; subject addenda will be issued prior to the deadline for receipt of proposals. Proposers should not rely on any representations, statements, or explanations other than those made in this NTPC or in any written addenda to this NTPC. Where there appears to be conflict between the NTPC 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 number of addenda received, in the LOQ, as part of their proposal.

Proposers who obtain copies of this NTPC from sources other than through INFORMS risk the potential of not receiving project addenda. Such proposers are solely responsible for those risks.

#### **1.10 NTPC AVAILABILITY**

A solicitation notification will be forwarded electronically to all parties who have registered with INFORMS with category code "99999" for A/E in their profile. The NTPC and accompanying documents may be obtained electronically through INFORMS. Register on

INFORMS at <https://supplier.miamidade.gov> to respond to solicitations.

### **1.11 APPLICABLE LEGISLATION**

The selected consultant will be required to abide by all applicable federal, state, and local laws, as amended. The following are among the applicable laws:

#### **Federal Regulations (Code of Federal Regulations:“CFR”); Federal Statute(s)(United States Code :“USC”)**

- 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements
- 23 CFR 172: Procurement, Management, and Administration of Engineering and Design Related Services
- 49 CFR Part 21 (Title VI of the Civil Rights Act of 1964): Nondiscrimination in Federal Projects
- 23 USC 112(b)(2)(A): Letting of Contracts
- 40 USC 1101-1104 (“Brooks Act”): Selection of Architects and Engineers
- 23 CFR: Highways
- 49 CFR: Transportation
- 48 CFR 31: Contract Cost Principles and Procedures

#### **Florida Statute(s)**

- Section [119.07](#): Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- Section [119.0701](#): Contracts; Public Records
- Chapter 125, County Government
- Section [215.473](#): Divestiture by the State Board of Administration; Sudan; Iran
- Section [215.4725](#): Prohibited investments by the State Board of Administration; companies that boycott Israel.
- Section [287.001](#): Procurement of Personal Property and Services
- Section [287.055](#): Consultants Competitive Negotiation Act
- Section [287.133](#): Public Entity Crimes
- Section [287.135](#): Prohibition against contracting with scrutinized companies
- Section [287.138](#): Contracting with entities of foreign countries prohibited
- Section [448.095](#): Employment eligibility

#### **Miami-Dade County Code**

- Section [2-1076](#): Office of the Inspector General
- Section 2-8.1: Contracts and purchases generally
- Section 2-8.4: Protest procedures
- Section 2-8.6: Funding of, or County contracts with individuals or entities convicted of a felony during past ten years
- Section [2-10.4](#): Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services.
- Section [2.11.1](#): Conflict of Interest and Code of Ethics
- Section [2-11.15](#) - Works of art in public places
- [Section 9-71 through 9-75](#): Sustainable Building Program
- Section [10-34](#): Listing of Subcontractors Required

#### Ordinance(s)

- [03-107](#): Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- [07-65](#): Sustainable Building Program codified as Sections 9-71, 9-72, County Code)
- [22-107](#): Sustainable Buildings Program codified as Section 2-1, County Code, BCC Rule 5.10
- [01-105](#): Amending Section 2-10.4 of the Miami-Dade County Code for the acquisition of professional architectural, engineering, landscape architecture or land surveying and mapping services
- [08-14](#): Water Use Efficiency Standards
- [98-30](#): County Contractors- Employment/Procurement Practices, codified as Section 11A-38, County Code.
- [11-90](#): Ordinance Relating to the Collection of Data for a Disparity Study
- [14-79](#): Sea-Level Rise Ordinance, codified as Sec. 2-1, County Code, BCC Rule 5.09
- 77-13: Financial Disclosures Requirements
- [19-17](#): Electric Vehicle Infrastructure Requirements

#### Implementing Order(s)

- 3-21: Bid Protest Procedures
- [3-34](#): Formation and Performance of Selection Committees
- 3-39: Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- [7-7](#): Policies and Procedures Establishing a Public Service Honor Code for Elected and Appointed County Officials and County Employees
- [8-8](#) Sustainable Buildings Program

#### Administrative Order(s)

- [3-11](#) - Art in Public Places Program Implementation and Fund
- [3-20](#): Independent Private Sector Inspector General Services
- [3-26](#): Ordinance Amending Section 2-10.4 Requiring Certain Agreements for Professional Architectural and Engineering Services to Include Value Analysis as a Part of the Base Scope of Services.
- [03-27](#): Cone of Silence
- [10-10](#): Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)
- [11-3](#): Life Cycle Costing Procedure

#### Resolution(s)

- R-385-95: Policy Prohibiting Contracts with Firms Violating the American with Disabilities Act (ADA) and Other Laws Prohibiting Discrimination on the Basis of Disability ADA Requirements, are a Condition of Award, as Amended by Resolution [R-182-00](#)
- [R-894-05](#): Independent Private Sector Inspector General Services
- [R-744-00](#): Requiring the Continued Engagement of Critical Personnel in Contracts

- for Professional Services for the Duration of the Project
- [R-185-00](#): Domestic Violence Leave Requirements are A condition of Award
- [R-273-05](#): Public Involvement Planning
- [R-1431-08](#): Participation in “Cool Counties” Goals and Objectives
- [R-228-09](#): Government Electric Energy Consumption
- [R-1053-09](#): Green Procurement Preference
- [R-390-10](#): Resolution Rescinding Administrative Order 3-34, Formation and Performance of Selection Committees, and Approving Implementing Order 3-34 to Provide Direction to The County Mayor or His Designee Regarding the Formation and Performance of Selection Committees.
- [R-1103-10](#): Requirement for Energy-Efficient Reflective Roofs or Green Roofs
- [R-795-12](#): United States Department of Energy’s Better Building Challenge
- [R-918-12](#): Electricity Master Plan
- [R-63-14](#): Contractor Due Diligence Affidavit
- [R-451-14](#): Infrastructure Projects to Consider Sea Level Rise
- [R-614-15](#): Pledge to Cut Greenhouse Gas Emissions
- [R-1011-15](#): Requiring Vendors to Provide Addresses of Local Offices
- [R-1164-15](#): Reducing Greenhouse Gases and the Effects of Climate Change
- [R-303-17](#): Solar Energy Feasibility Study
- [R-617-17](#): Envision Sustainable Infrastructure
- [R-54-18](#): Requiring “Cool Roofs” on all New, Roofing Maintenance and Re-Roofing Work
- [R-828-19](#): Disclosure of Lawsuits Alleging Discrimination
- [R-321-23](#): Resolution Amending Implementing Order 3-34, Formation and Performance of Selection Committees, to Require Certain Reports and Findings of the Miami-Dade County Office of the Inspector General and Miami-Dade Commission on Ethics and Public Trust to be Provided to Selection Committees
- [R784-23](#): Florida Friendly Landscaping

Copies of the aforementioned legislation may be obtained at the COB.

### **1.12 CONE OF SILENCE**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a “Cone of Silence” is imposed upon advertisement of each Request for Proposal (RFP) or Request for Qualifications (RFQ), and terminates at the time a written recommendation is issued to the County Mayor (Mayor) or Board of County Commissioners (BCC), as applicable. The Cone of Silence is hereby defined to mean a prohibition on the following, among possible others:

- a) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the County's professional staff including, but not limited to, the Mayor and his or her staff;
- b) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the Mayor and his or her staff, other than any professional staff member who is designated by the Mayor to engage in such communications;

- c) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;
- d) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the selection committee therefore;
- e) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners and their respective staffs; and
- f) Any communication regarding a particular RFP, RFQ, or bid between any member of the County's professional staff and any member of the selection committee therefore.

The Mayor and the Chairperson of the selection committee may communicate about a particular selection recommendation, but only after the committee has submitted an award recommendation to the Mayor and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change as well as the reasons for such change shall be described in writing and filed by the Mayor with the Clerk of the Board and be included in any recommendation submitted by the Mayor to the BCC. Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a) Competitive processes for the award of Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), State Housing Initiatives Partnership (SHIP) and Surtax Funds administered by the Miami-Dade County, Office of Community and Economic Development and the Community-Based Organization (CBO) competitive grant processes administered by the Park and Recreation, Library, Water and Sewer, and Solid Waste Departments, Cultural Affairs and Tourist Development Councils and the Department of Environmental Resources Management;
- b) Communications with the County Attorney and his or her staff;
- c) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees of the Management and Technical Assistance Unit of SBD regarding small business and/or minority business programs, the CBE and Equitable Distribution Programs (EDP);
- d) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees responsible for administering disadvantaged business enterprise programs in County departments receiving federal funds, provided the communications are limited strictly to matters of programmatic process or procedure;
- e) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Mayor makes his or her written recommendation;
- f) Any emergency procurement of goods or services pursuant to Administrative Order 3-2;

- g) Communications regarding a particular RFP, RFQ or bid between any person and the Vendor Information Center staff, the procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- h) Communications between a potential vendor, service provider or bidder and employees of SPD or other department identified in the solicitation document as the issuing department; and
- i) Consultations by employees of SPD with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress.

#### Exceptions

- a) The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations and negotiation strategy sessions, any portion of a meeting discussing an unsolicited proposal in accordance with State law, public presentations made to the BCC during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the BCC unless specifically prohibited by the applicable RFP, RFQ or bid documents. Communications in writing are specifically prohibited except as described in Section 1.13 of this bid document. The bidder or proposer shall file a copy of any written communication with the COB and the COB shall make copies available to any person upon request.
- b) The provisions of this ordinance shall also not apply to oral communications at briefings held by county commissioners and the County Mayor or his designee, after the selection committee or other evaluating group makes its recommendation to the Mayor, provided that the briefings are not intended to influence the outcome of the selection committee or other evaluating group's recommendation to the Mayor; provided, however, that this exception shall not apply to outside groups such as lobbyists or representatives of the responding or bidding companies or entities.

#### Penalties

- a) In addition to the penalties provided in Subsections (s) and (v) hereof, violation of this Subsection (t) by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Miami-Dade County CSC. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Miami-Dade County employee shall subject said employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission.



Within 30 days of a recommendation from a selection committee, the County Mayor or his designee shall either appoint a negotiation committee or take other affirmative action with respect to the solicitation, including but not limited to rejection of proposals or recommendation for award. In the event that negotiations have not commenced within 30 days, or if such other affirmative action has not been taken within 30 days, the County Mayor or his designee shall report such event, and the reasons therefore, to the BCC. Additionally, the County Mayor or his designee shall present the COB with a recommendation for award, or a recommendation to reject proposals, within 90 days from the date a selection committee makes a recommendation. In the event that the County Mayor or his designee has not provided such recommendation to the COB within 90 days, the County Mayor or his designee shall provide a report on the status of the solicitation to the BCC, including the reasons for any delay.

Written communications may be in the form of an e-mail, to the A/E Consultant Selection Coordinator denoted on the cover page of this NTPC, with a copy to the COB at [clerk.board@miamidade.gov](mailto:clerk.board@miamidade.gov).

This language denoted above is only a summary of the key provisions of the Cone of Silence. Please review Section 2-11.1(t) of the Miami-Dade County for a complete and thorough description of the Cone of Silence.

### **1.13 COMMUNICATIONS AND SUBMITTAL OF ADDITIONAL INFORMATION**

Upon request by the A/E Consultant Selection Coordinator on behalf of the CSC, additional submittals and/or supplemental information after the submission deadline, as noted on the cover page of this NTPC, shall be submitted only upon request by the County. Proposers are hereby advised that effective with the advertisement of this solicitation, proposers and their lobbyists and consultants are prohibited from any communication with the CSC outside of publicly noticed Selection Committee meetings. All project specific questions and/or requests for public documents shall be addressed, in writing, to the A/E Consultant Selection Coordinator, with a copy to the COB.

### **1.14 INTENTIONALLY OMITTED**

### **1.15 CONFIDENTIAL INFORMATION**

The proposer shall not submit any information in response to this solicitation which the proposer considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by submission of an electronic proposal, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

### **1.16 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)**

Questions regarding potential organizational conflicts of interest (OCI) by any bidder,



proposer, contractor, or subcontractor, pertaining to the Project shall be submitted to the assigned Contracting Officer identified in the advertising document prior to the submittal date and will be addressed in accordance with the Commission on Ethics and Public Trust (COE) [Amended Letter of Instruction](#) and the [County Policy on Organizational Conflict of Interest](#). Per these documents, the Client Department shall identify, disclose to the COE, analyze, and submit a specific methodology to address any potential existing or future OCI by the bidder, proposer, contractor, or subcontractor. Provided that an OCI is identified by the Client Department, the Executive Director of the Ethics Commission or his/her designee, will approve or disapprove the measures implemented by the County to resolve the OCI. Disapproval of such measures by the COE Executive Director or his/her designee may be appealed to the COE Board by the Client Department.

#### **1.17 DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)**

See Exhibit “C”; Proposers are invited to carefully review the draft PSA that is included in this NTPC. Proposers recommended for negotiations, should forward any comments and/or questions, in writing to be discussed during or prior to the negotiation meeting(s).

#### **1.18 SUSTAINABLE BUILDING / INFRASTRUCTURE PROGRAM (AS APPLICABLE)**

The consultant shall ensure that all activity as a result of this contract comply with the Sustainable Buildings Program with the Miami Dade County Office of Resilience. The Consultant shall comply with:

- (i) Resolutions No. R-617-17 and R-811-22;
- (ii) Sections 2-1 (Board of County Commissioners Rule 5.10) and 9-71 through 9-75 of the Code; and
- (iii) Implementing Order (“IO”) No. 8-8; , which established a County policy to incorporate, wherever practical, Green Building Practices into the planning, budgeting, design, construction, operations, management, renovation, maintenance and decommissioning of Public Projects. These sections of the Code together with the IO, are referred to as the “Sustainable Buildings Program”.

The primary mechanisms for determining compliance with the Sustainable Buildings Program, shall be determined by completing a formal certification process with the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) Rating System (for buildings), the U.S. Institute for Sustainable Infrastructure (ISI), Envisions Rating System (for infrastructure), and the Section VII Prescriptive Path elements in I.O. 8-8., except as noted elsewhere in I.O. 8-8, or as otherwise directed by the County’s Sustainability Manager. Where certification shall be required to attain, at minimum, a “Silver” rating or higher in the version most recently adopted by USGBC/ISI.

The participation of an experienced LEED Accredited Professional (LEED AP) or Envision Sustainability Professional (ENV SP), as applicable, is required to assist the County in various aspects of the LEED or ENVISION registration, application, and certification process. Their responsibilities include coordinating with all disciplines, collaborating with the project Architect (or other lead design professionals), and providing guidance to the Consultant in designing the application projects to attain the necessary LEED or ENVISION certification points. Additionally, they are responsible for monitoring the Consultant's

documentation to ensure compliance with the Consultant's obligations in achieving the targeted certification level.

Prior to the issuance of a Service Order, the Department shall submit the Office of Environmental Risk & Resilience – “Initial Project Questionnaire for Buildings and Infrastructure” with sufficient details for review and approval by Office of Environmental Risk & Resilience. The Sustainability Manager will provide specific input regarding compliance with the Sustainable Buildings Program through the feedback process. Additionally, the Department shall collaborate with the Office of Environmental Risk & Resilience to incorporate the necessary specific project requirements and contract language for the project, ensuring alignment with the Sustainable Buildings Program policy. The finalized specifications and language shall be incorporated into the Service Order prior to issuance.

### **Standard for a Building that is a Public Project**

- a. For all New Construction Public Projects, the minimum rating shall be LEED Silver in the version most recently adopted by USGBC for all project phases, and the Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).
- b. For Public Projects that are not New Construction but meet LEED prerequisites, the minimum rating shall be LEED Silver in the version most recently adopted by USGBC for all project phases, and the Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).
- c. For Public Projects that are not New Construction and do not meet LEED prerequisites as determined by the Sustainability Manager, the Public Project shall adhere to Maximum Measures, and the IO 8-8 Section VII Prescriptive Path elements shall be required. Except as provided in IO 8-8 Section VI(A)(3).

### **Standard for Infrastructure that is a Public Project**

For Infrastructure Public Projects that are subject to this IO with project costs greater than two million dollars (\$2,000,000), the minimum rating shall be Envision Silver, per the version most recently adopted by the Institute for Sustainable Infrastructure, and the required Section VII Prescriptive Path elements in I.O. [8-8](#).

### **Standard for Infrastructure that is a Public Project**

For Infrastructure Public Projects with project costs less than two million dollars (\$2,000,000), the following requirements shall be met per I.O. [8-8](#):

- i. Maximum Measures
- ii. Section VII Prescriptive Path elements

### **Additional County Requirements and Best Practices**

The completed Sustainability Rating certification checklist (i.e., LEED Credit checklist, ENVISION scorecard) is due upon completion of the project's planning stage or before the 30% design phase is completed, at the latest, and shall be submitted to the Office of Environmental Risk & Resilience Sustainability Manager. Successive submittals shall show the progress level of each step, incorporate the Sustainability Manager's feedback, and shall also directly correspond to the design decisions of each Phase.

The consultant team shall be responsible for providing regular updates to the Office of Environmental Risk & Resilience throughout the duration of the project, during the design and/or construction phases, with a minimum frequency of at least once a year, and shall continue to actively engage with the Office of Environmental Risk & Resilience.

### **Compliance Requirements**

Please note that lack of funding, lack of knowledge about following IO [8-8](#), tight deadlines, being unaware of Sustainable Buildings Program requirements, forgetting to put the requirements in bid documents, being unable to go back and change bid documents without incurring significant change order costs, contractors being unaware of the requirements, belief that the policies do not apply due to the wording of the policies, or any other similar justifications are not accepted in lieu of compliance with Sustainable Buildings Program. The unique characteristics of a project shall not, in any way, exempt it from applying sustainable Green Building Practices to the maximum extent possible.

### **1.19 VENDOR REGISTRATION**

Pursuant to NTPC Section 1.7 all proposers need to be registered and pre-qualified by the County prior to the proposal submittal deadline. Interested proposers shall complete the Business Entity Registration Application via the Strategic Procurement Department's Online Vendor Registration Portal at: <http://www.miamidade.gov/procurement/vendor-registration.asp>. For additional information about online vendor registration, please contact the SPD Vendor Outreach and Support Services Section at (305) 375-5773. **In the event that during negotiations, the recommended vendor's online registration profile does not meet the Vendor Registration requirements, and it is not expeditiously addressed, the County may in its sole discretion, negotiate and award to the next highest ranked responsive, responsible proposer.**

### **1.20 PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime is prohibited from the following:

- Submitting a proposal for a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting a proposal on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity;
- Transacting business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$ **35,000**), for a period of 36 months from the date of being placed on the Convicted Vendor List.

### **1.21 LOBBYIST CONTINGENCY FEES**

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, , 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.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation that is dependent on, or in any way contingent upon, the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the BCC; 2) any action, decision or recommendation of the 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 that foreseeably will be heard or reviewed by the BCC or a County board or committee.

## **1.22 INTENTIONALLY OMITTED**

### **1.23 ENERGY EFFICIENT BUILDING PROPERTY DEDUCTION (IF APPLICABLE)**

The Energy Policy Act (EP Act) of 2005 (Section 1331), as established by Section 179D of the Internal Revenue Code of 1986, as amended, allows taxpayers to accelerate depreciation of qualified energy efficient commercial building property placed-in-service after December 31, 2005 which was made permanent as a part of the 2021 Omnibus Appropriations Bill and most recently increased and expanded by the Inflation Reduction Act of 2022.

Should the provisions of Section 179D be in place during the course of this solicitation or at any point in the future during the prosecution of the work by the selected Consultant, respondents agree to the following terms and conditions if awarded the contract for the work described herein:

The Consultant is designated as the Designer (“the Designer”) for the energy efficient improvements incorporated in the Energy Consumption Reduction Project (“the Project”) for:

- a) The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the “Code”).
- b) If Miami-Dade County and the Internal Revenue Service (IRS) determine that the Consultant is eligible to receive accelerated depreciation benefits as a “Designer” for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to Miami-Dade County (the determination of rebate versus discount to be determined by Miami-Dade County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
- c) Miami-Dade County reserves the right to retain a third party consultant (the “Third Party Consultant”) to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project

- and to designate the Third Party Consultant as the “Designer” of the energy efficient improvements for the purposes of Section 179D of the Code.
- d) Miami-Dade County agrees to cooperate in all reasonable respects with the Consultant’s efforts

#### **1.24 SCRUTINIZED COMPANIES**

**This Section shall apply except where prohibited by federal law, in accordance with Section 287.134), F.S.**

By executing this proposal through a duly authorized representative, the proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in sections 287.135, 215.473 and 215.4725 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists identified above and shall furnish together with its proposal, a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

#### **1.25 LISTING OF SUBCONTRACTORS REQUIRED**

Pursuant to Sections 2-8.1 and 10.34 of the Code of Miami-Dade County, the Prime Consultant must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors/sub-consultants via the Business Management Workforce System (BMWS) at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the contract. The Prime Consultant shall not change or substitute first tier subcontractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County. Additionally, in accordance with Section 2-8.8 of the Code, as a condition of final payment under a contract, the Prime Consultant shall identify subcontractors/sub-consultants used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor/sub-consultant via BMWS. The Prime Consultant shall be responsible for reporting all payments to sub-consultants, and sub-consultants must confirm the reported payments, via BMWS, within the specified time frame. In the event that the Prime Consultant intends to pay less than the subcontract amount, the Prime Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount.

#### **1.26 ACCESS STATEMENT FOR NOTICES OF PUBLIC MEETINGS AND DEPARTMENTAL PUBLICATIONS**

The Americans with Disabilities Act (ADA) obligates State and local governments to provide effective communications for individuals with disabilities. This includes written and oral communications. To request materials in accessible format, sign language interpreters, and/or any accommodation to participate in a County-sponsored program or meeting regarding this solicitation, please contact the Contracting Officer listed herein five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

#### **1.27 SEA LEVEL RISE**

Pursuant to Resolution R-451-14 and Section 2-1 of the Code (Board of County Commissioners Rule 5.09), all County infrastructure projects, including but not limited to County building elevation projects, County installation of mechanical and electrical systems, County infrastructure modifications, and County infrastructure renovations shall consider sea level rise projections and potential impacts as best estimated at the time of the project. These projects shall consider regionally consistent unified sea level rise projections during all phases, including but not limited to planning, design, and construction, in order to ensure that infrastructure projects will function properly for fifty (50) years or the design life of the project, whichever is greater.

#### **1.28 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV); 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

#### **1.29 INTENTIONALLY OMITTED**

#### **1.30 TEAM COMPOSITION**

Any requested changes to the proposed Team composition after the response deadline, including replacement of firm(s) or assigned personnel listed in the proposal, will only be



considered (1) before the completion of Negotiations; and (2) solely in the case of unforeseen circumstances (e.g., a change in employment status outside the employer's control or a change in the organizational structure of any Team member).

Any such change to the proposed team submitted by the Proposer, is subject to County approval, in its sole discretion, which may include a review by the Client Department and SPD as to all matters concerning the requested change, including the time elapsed between the qualifying event and the submittal of the request, comparability of experience and qualifications and possession of required technical certifications (as applicable), and consultation with the County Attorney's Office.

All such requests shall be sent to the A/E Consultant Selection Coordinator denoted on the cover page of this NTPC, with a copy to the COB at [clerk.board@miamidade.gov](mailto:clerk.board@miamidade.gov).

### **1.31 RIGHTS OF PROTEST (IF APPLICABLE)**

In accordance with Implementing Order No. 3-21, Section V, Architectural/Engineering Consultant Selections funded in whole or in part by the Federal Transit Administration (FTA), or where it has been determined by the director of the Department of Transportation and Public Works (DTPW) that FTA requirements apply, any proposer may submit a protest letter to the County Mayor, 111 N.W. 1 Street, 29<sup>th</sup> Floor, Miami, FL 33128, with a copy to the Clerk of the Board, within 10 business days of the filing of the County Mayor, or the County Mayor's designee's authorization to negotiate. The decision of the County Mayor shall be final and conclusive on these matters.

### **1.32 LISTING OF SUBCONSULTANTS VIA THE COUNTY'S WEB-BASED SYSTEM BUSINESS MANAGEMENT WORKFORCE SYSTEM (BMWS)**

The Prime A/E firms are responsible for reporting via the BMWS all sub-consultants agreements entered into, including listing award amounts or percentage for each Miami-Dade County project. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at [SBDmail@miamidade.gov](mailto:SBDmail@miamidade.gov).

### **1.33 INSPECTOR GENERAL REVIEWS**

Independent Private Sector Inspector General Reviews: Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected proposer(s) shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to any Agreement entered into as a result of this NTPC for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the selected proposer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services.

Miami-Dade County Inspector General Review: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector

General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit pertaining to any Agreement entered as a result of this NTPC shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted from progress payments made to the County. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

#### **1.34 E-VERIFY REQUIREMENTS**

This solicitation is subject to Florida Statute 448.95 requiring all contracts to include terms and specifications with language substantially similar to:

“E-VERIFY - By entering the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-verify System to verify the employment eligibility of all newly hired employees by the Consultant effective, January 1, 2021, and requiring all Subconsultants and Subcontractors to provide an affidavit attesting that the Subconsultant and Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Consultant, or if a Subconsultant or Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of one year after the date of termination, and the Consultant may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.”



## **DIVISION 2.0 PROPOSAL REQUIREMENTS**

### **2.1 FORMAT AND CONTENTS**

Interested Proposers must submit their proposal electronically through INFORMS in .pdf format. Proposers should carefully follow the format and instructions outlined herein. The Proposal Submittal Form must include the electronic signature of the firm's authorized representative. Please refer to Section 2.2, Submittal Requirements for Initial Submission and Second Tier Additional Information, when Applicable.

Every firm or team of firms, whether a sole respondent, a prime consultant firm, or a sub-consultant firm, must be responsive to all applicable items contained in this NTPC. Proposers shall not modify any of the forms provided and must submit the completed forms listed below in their proposal. Failure to provide all of the requested information may deem a respondent's proposal non-responsive.

Each proposal shall consist of the following documents in the order noted below.

a) RFP-AE Proposal Submittal Form

The execution of the Proposal Submittal Form constitutes the unequivocal offer of the proposer to be bound by the terms of its proposal. **This is a Web-based form in INFORMS. It does not need to be included in the PDF proposal.** (Only required of the Prime consultant)

b) Letter of Qualifications (LOQ) Form

Proposers are advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual sub-consultant(s), after the response deadline specified herein, will only be allowed at the discretion of Miami-Dade County. Under no circumstance shall a change be allowed that results in a proposer gaining a competitive advantage over other proposers.

Additional personnel which do not adequately fit in the space provided in the LOQ shall be added on an additional sheet to be appended to the LOQ.

c) Resumes

Resumes must be submitted for all team members participating on the project. Subject document must be paginated and include personnel's name at the top of each page.

d) Lobbyist Registration Affidavit

The Lobbyist Registration Affidavit shall be submitted by the prime consultant, and shall list all members of the presentation team who will be participating in Second Tier Meeting (oral presentations) and/or all members of the team who will be participating in Negotiations in the event the prime consultant is recommended for contract negotiations. An amended Affidavit must be submitted to the Coordinator/ Contracting Officer listed for this project, prior to the Second Tier Meeting and/or

Negotiation Meeting(s), as applicable, if additional individuals will be speaking at subject meetings. The amended form should be titled as "Amended" and should denote those members that have been substituted and/or added with an asterisk. The amended form must be submitted to SPD , prior to the Second Tier Meeting and/or Negotiation Meeting(s), via email to the Contracting Officer listed on the cover page of this solicitation, and copying the Clerk of the Board at [clerk.board@miamidade.gov](mailto:clerk.board@miamidade.gov), referencing this project number/name on the subject line. Applicable fees may apply.

Pursuant to Miami-Dade County's Commission on Ethics and Public Trust Rules and Procedures, Section I, Subsection 9.7, Selection Committee Registration Requirements, please be advised of the following:

1. Any person who appears as a representative for an individual or firm, for an oral presentation before a County certification, evaluation, selection, technical review or similar committee, or recorded negotiation meeting(s) or sessions, shall list on an affidavit provided by the County all individuals who may appear or participate in aforementioned County procurement matters. The affidavit shall be filed with the COB at the time of response submittal.
2. The individual or firm must submit a revised affidavit for any additional team members with the COB, by the time of the scheduled oral presentation and/or recorded negotiation meeting(s). Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation and or negotiation meeting(s).

All additional team members, who are lobbyists, and are not technical experts or employees of the principal whose normal scope of employment does not include lobbying activities and whose sole participation in a County procurement involves an appearance as defined herein, must file a principal authorization form (for the individual or entity) with the COB, prior to the oral presentation and/or negotiation meetings. The principal authorization form is available from the [COB](#).

e) SPD Form No. 11 - Experience & Qualification / Preference / Reference Form

SPD Form No. 11 shall be submitted by each team member (Prime, A/E Sub-consultant, and/or non-A/E sub-consultant), as applicable. Applicable firm must list previous similar type project in which it has performed work. The reference provided should be for one project and must comply with the requirements listed in Section 1.3. Firms must denote whether the reference project is to meet a preferred experience and qualification requirement, and/or a general project reference. SPD Form No. 11 may be submitted more than once per individual team member firm as applicable.

Please be advised that each one of your references may be contacted by SPD staff, or designee, to verify the information provided in SPD Form No. 11 Experience & Qualification / Preference / Reference Form

- f) Table of Organization (T.O.) - It is required that a T.O., inclusive of the following information, be submitted by the Prime Consultant:
  - 1. Listing of all team member firms as denoted on the LOQ. All firms must be denoted with proper Federal Employer Identification Number (FEIN). For purposes of satisfying the applicable requirements of this solicitation, Miami-Dade County considers every company having a different FEIN, a separate legal entity.
  - 2. Listing of all assigned personnel and professional services, including Miami-Dade County's technical certification categories assigned to each team member in connection with this project.
- g) Contractor Due Diligence Affidavit. (Only required of the Prime Consultant)
- h) Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit. **This is a Web-based form in INFORMS. It does not need to be included in the PDF proposal.** (Only required of the Prime Consultant)
- i) Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit. **This is a Web-based form in INFORMS. It does not need to be included in the PDF proposal.** (Only required of the Prime Consultant)
- j) DBE Forms/Requirements
  - 1. Prime and Subcontractor/Subconsultant Information Form (Prime and ALL subcontractors -DBEs and non-DBEs that will participate on the project)
  - 2. Schedule of Participation Form (Required of the Prime only)  
NOTE: Proposers who fail to submit either of the above forms may be found non-responsive and may therefore be subject to disqualification by MDC.
  - 3. Complete registration in DTPWs Compliance Software (Prime and ALL subcontractors- DBEs that will participate on the project): <https://dtpw.eComply.us> Be sure to disable pop-up blockers and utilize Google Chrome or an updated browser. When prompted, please enter the department code as; **DTPW**.

The FDOT has a statewide aspirational DBE Goal of 10.54%.

Failure to provide the information required by Miami-Dade County may result in the negative evaluation of the team, or disqualification of the team, at Miami-Dade County's sole discretion.

Pursuant to Section 2-11.1(p) of the Miami-Dade County Code, County employees may not provide letters of recommendation.

The County Mayor or County Mayor's designee may impose the loss of eligibility to

participate in County contracts, for a specified period of time not to exceed five years, upon an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses for violations of, or non-compliance with I.O. 3-39. Subject violations and/or non-compliance may include the falsification of information provided in a proposal and/or consultant selection documents.

Please note that the following form is not required to be included with your proposal. The selected Proposer must submit the following as a condition of award:

The following forms must be completed prior to award:

1. PROFESSIONAL SERVICES COMMITMENT FORM – See form #375-030-83 attached.

The selected Proposer(s) may be required to submit the following to the County as part of a responsibility review prior to award:

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.

## **2.2 SUBMITTAL REQUIREMENTS FOR INITIAL SUBMISSION AND SECOND TIER ADDITIONAL INFORMATION, WHEN APPLICABLE**

**Interested firms must submit their proposal electronically through INFORMS, prior to the Deadline for Receipt of Proposals, as denoted on the cover page of this NTPC.** Please refer to Section 1.2, Notice of Electronic Bidding, for more information on how to register/use INFORMS. 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. If applicable, Second Tier Additional Information will be requested from the Short-Listed firms. Pursuant to Florida Statute 119.071(2), all proposals received will become public record 30 days after the response deadline.

The responsibility for submitting a proposal to the County, on or before the stated time and date, is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by technical difficulty, nor caused by any other occurrence. **Proposals shall not contain any external links, animations and/or videos.** If there are any questions regarding INFORMS, please contact INFORMS Support at 305-375-5773 or email: [ISD-VSS@miamidade.gov](mailto:ISD-VSS@miamidade.gov).

## **2.3 POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; 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 solicitation.

## **2.4 COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to the County, or

any work performed in connection therewith, shall be the sole responsibility of the proposer(s). No payment will be made for any responses received, nor for any other effort required of, or made by the proposer(s) prior to commencement of work as defined by a contract approved by the BCC.

## **DIVISION 3.0 EVALUATION/SELECTION PROCESS**

### **3.1 INTRODUCTION**

The County Mayor or County Mayor's designee will appoint a CSC with the appropriate experience and/or knowledge necessary to evaluate the scope of services. The CSC will be comprised of appropriate County personnel from multiple departments and members of the community as deemed necessary, while also being balanced with regards to ethnicity and gender.

### **3.2 SELECTION PROCESS**

Proposals will be evaluated in accordance with the guidelines established in I.O. 3-34 and I.O. 3-39. In the event that the County receives fewer than three proposals, the County may, in consideration of the nature of the project (specialized scope of services, technical certifications required, preclusion language, potential for organizational conflict of interest, project priority, etc.), elect to proceed with the proposal(s) received which are determined to be responsive and responsible.

Pursuant to County Resolution No. [R-321-23](#), the Competitive Selection Committee shall be provided with reports with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee has scored and ranked the Proposers, the County Mayor or County Mayor's designee may re-empanel the Competitive Selection Committee to consider if such Reports would change the rankings. If the Competitive Selection Committee determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

### **3.3 PROPOSAL EVALUATION**

The CSC will evaluate responsive proposals. This Architectural and Engineering Professional Services solicitation will be evaluated based on the specified criteria, in an effort to make a responsible recommendation to the County Mayor or County Mayor's designee as to which of the respondents should be granted the right to negotiate a contract for the solicited services. The CSC will evaluate responsive proposals, based on First Tier criteria in accordance with I.O. 3-39.

The First Tier is the Evaluation of Experience and Qualifications. First Tier evaluation will be performed based on the criteria listed below. The CSC shall assign points on the Evaluation Forms based on the selection criteria set forth in 1A, 2A, 3A, and 4A, per CSC member in his or her discretion, depending on the merit of the proposal in accordance with the evaluation criteria. Each CSC member shall assign Qualitative Points on each respondent's evaluation report in accordance with the established evaluation criteria. In accordance with I.O. 3-39, SPD staff shall assign additional points per CSC member based on the selection criteria set forth in 5A:

**FIRST TIER SELECTION: (Maximum 95 points)**

***Criterion 1A: Qualifications of the Team Members Assigned to the Project  
(1 point min. / 40 point max.)***

Evaluation of the qualifications of the individuals and experience level of the professional and management staff to be assigned to the project, quality and availability of the project manager and staff of the Firm to be assigned, if any, including, any preferred qualifications as specified in the NTPC. The qualifications shall also include, but not be limited to, familiarity with County regulations and sustainability design principles as set forth in the solicitation's documents.

**(Refer to Section 1.3 of the NTPC for applicable preferred Experience and Qualifications)**

***Criterion 2A: Past Experience of Similar Projects  
(1 point min. / 30 point max.)***

Evaluation of the Firm's past experience, professional role, and knowledge of similar projects, including any preferred experience as specified in the NTPC, Firm's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated, key design elements, approach to the project, understanding and awareness of the regulatory, permitting, and compliance requirements involved with the project, health and safety programs, and number of LEED accredited completed projects, as applicable.

**(Refer to Section 1.3 of the NTPC for applicable preferred Experience and Qualifications)**

***Criterion 3A: Past Performance for the Firms  
(1 point min. / 15 point max.)***

Evaluation of the firm's past performance, overall interrelationship with proposed Team members, responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects will be considered, including performance on any non-County projects. CSC members are required to review the available Past Performance Evaluation reports in the County's database as of the submittal due date.

***Criterion 4A: Firm's Project Staffing Availability, and Ability to Meet Time and Budget  
(1 point min. / 5 point max.)***

Evaluation of the Firm's staffing levels assigned to the project, including the Firm's ability to replace key personnel if so needed, their experience in scheduling projects, systems utilized to keep track of the project schedule, cost controls, familiarity with County

guidelines and regulations, as well as tools and methods employed to avoid cost overruns, change orders, and project delays.

***Criterion 5A: Amount of Work Awarded and Paid by The County  
(1 point min. / 5 point max)***

SPD will use this criterion to distribute work equitably and consider amounts awarded and paid by the County for Professional Services. The formula used to determine a Team's awarded and paid amounts (Average Dollar Value or "ADV") is the sum of 50% of the dollars awarded for Professional Services to the prime Firm and all Sub-consultants by the County when they served as a Prime Consultant in previous engagements, during the three-year period immediately preceding the submittal date; plus 50% of the dollars paid for Professional Services to the prime Firm and all Sub-consultants by the County when they served as a Prime Consultant in previous engagements, during the three-year period immediately preceding the submittal date. The highest amount awarded and paid by the County to any Firm responding to the NTPC shall be the Maximum ADV. The point total awarded for Criterion 5A is determined as a percentage ratio of each Team's ADV to the Team whose ADV is the highest ("Maximum ADV").

The Team with the Maximum ADV shall receive one (1) point. The other Team shall receive points as follows:

100% to >80% of Maximum ADV	1 point
80% to >60% of Maximum ADV	2 points
60% to >40% of Maximum ADV	3 points
40% to >20% of Maximum ADV	4 points
20% to >0% of Maximum ADV	5 points

ADV calculations shall be based on the current information available within the County's database(s) and shall be performed by County staff in advance of the First-Tier meeting, but not communicated to the CSC until scoring is completed and submitted by the CSC to SPD staff for processing.

The CSC Chairperson records the qualitative points awarded by each CSC member. Disparities will be identified in accordance with I.O. 3-39. The qualitative scores are then converted to ordinal scores for each firm and adjusted by discarding the highest ordinal score for each firm and tabulating the remaining ordinal scores. The qualitative scores are adjusted by discarding the lowest qualitative scores for each firm and tabulating the remaining qualitative scores. The firms shall be ranked based on the adjusted ordinal score and such rank shall become the final rankings for recommendation by the CSC (CSC Rank).

Should a tie exist in the total adjusted ordinal score, the first tie-breaker is the highest total adjusted qualitative points. If the tie still exists, the second tie-breaker is the highest total qualitative points for criterion 1A, followed by 2A, 3A, and 4A in that order, until the tie is broken. The ordinal ranking is then determined.

Pursuant to Miami-Dade County Code 2-10.4 and I.O. 3-39, the adjusted qualitative score of all CSC Ranked proposers will be determined by discarding the lowest total qualitative



scores and tabulating the remaining qualitative scores. The adjusted qualitative scores shall be used for tie-breaking.

Upon conclusion of the First-Tier evaluation process, the CSC shall recommend to the County Mayor or County Mayor's designee that a contract be negotiated with the highest ranked responsive and responsible proposer(s) based solely on the evaluation results of First Tier.

The CSC recommendation shall be reflective of the ranking. Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).

#### **3.4 NEGOTIATIONS:**

The County reserves the right to enter into contract negotiations with the selected proposer(s). If the County and the proposer(s) do not agree to the terms of the PSA, then the County may elect to terminate negotiations and begin negotiating with the second highest ranked proposer and so forth. This process will continue until a contract has been executed, or all submittals have been rejected. No proposer shall have any claims and/or rights against the County arising from such negotiation and/or the qualification process.



Solicitation No.		Solicitation Title:	
Proposer's Legal Company Name (include d/b/a if applicable): *		Proposer's Federal Taxpayer Identification Number: *	
If Corporation - Date Incorporated/Organized:		State Incorporated/Organized:	
Company Operating Address: *	City: *	State: *	Zip Code: *
Company Contact Person: *	Email Address: *		
Phone Number: *	Fax Number	Company's Internet Web Address:	

Pursuant to Section 2-8.6 of the Code of Miami-Dade County (County), any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of Proposal submission.

☐ Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.

Pursuant to Section 2-11.1 (c) and (d) of the Code of Miami-Dade County, please respond to the following questions posed.

1. ARE ANY OWNERS/PRINCIPALS/PERSONS WITH OWNERSHIP INTEREST IN THE COMPANY, A MIAMI-DADE COUNTY ELECTED OFFICIAL, AGENCY BOARD MEMBER OR EMPLOYEE(S)?

☐ Yes or ☐ No

If Yes, attach the Conflict-of-Interest Opinion provided by Miami-Dade County Commission on Ethics and Public Trust.

2. ARE ANY IMMEDIATE FAMILY MEMBERS OF THE COMPANY'S OWNERS/PRINCIPALS/PERSONS WITH OWNERSHIP INTEREST IN THE COMPANY, A MIAMI-DADE COUNTY ELECTED OFFICIAL, AGENCY BOARD MEMBER OR EMPLOYEE?

☐ Yes or ☐ No

If Yes, attach the Conflict-of-Interest Opinion provided by Miami-Dade County Commission on Ethics and Public Trust.

Note: The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline, as the County deems necessary.

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST:**

By executing this Proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in Sections 287.135, 215.473, and 215.4725 of the Florida Statutes. The County shall have the right to terminate any contract resulting from this Solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

OR

In the event that the Proposer is unable to provide such certification, but still seeks to be considered for award of this Solicitation, the Proposer shall execute the Proposal through a duly authorized representative and shall **also initial** this space:

Company Initial:

In this event, the Proposer shall furnish together with its Proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception could be applicable.

**WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL**

The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the Proposal will be available for public inspection after opening of proposals and may be considered by the County or a selection committee in public.

**By submitting a Proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.**

In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, **by signing below**, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

**Acknowledgment of Waiver:**

Proposer's Authorized Representative's Signature:	Date:
Representative's Name:	Representative's Title

THE EXECUTION OF THIS FORM CONSTITUTES 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 A CONTRACT SUBSTANTIALLY IN THE TERMS HEREIN.

Proposer's Authorized Representative's Signature:	Date:
Representative's Name:	Representative's Title:

Save for Later

Submit



MIAMI-DADE COUNTY – STRATEGIC PROCUREMENT DEPARTMENT (SPD)  
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)

**(I) - PROJECT INFORMATION**

SPD Project No.: **E25MP01** Measures Goal ☒ DBE: **10.54%** No. of Addenda Received:  
Project Name: **GENERAL PLANNING CONSULTANT (GPC) PHASE IX**

**Prime # 1**

**(II) - PRIME CONSULTANT INFORMATION**

Name: FEIN: E-mail:  
Business Address: Principal: Phone: ( ) -  
Contact Person's Name and Title: Project Manager: Fax: ( ) -  
Assigned Personnel:

**Sub #**

**(III) - PROPOSED A/E SUB-CONSULTANT(S) INFORMATION**

**Firm Name FEIN Assigned Personnel**

**2**  
**3**  
**4**  
**5**  
**6**  
**7**  
**8**  
**9**  
**10**

**(IV) – A/E TECHNICAL CERTIFICATION REQUIREMENTS**

(Please use Prime # and Sub # to identify each firm from section II and III)

**A/E Technical Certification Category**

**Prime**

**Sub #**

**1.01** Transportation Planning - Urban Area and Regional Transportation Planning - PRIME  
**1.02** Transportation Planning - Mass and Rapid Transit Planning - PRIME  
**3.04** Highway Systems - Traffic Engineering Studies

**No.**

**(V) - PROPOSED NON-A/E SUB-CONSULTANT(S) INFORMATION**

(Non-A/E firms shall not perform services described in a Technical Certification Categories)

**a** Firm Name: FEIN: Phone: ( ) -  
Address:  
Assigned Personnel:

Assigned Services:

**b** Firm Name: FEIN: Phone: ( ) -  
Address:  
Assigned Personnel:

Assigned Services:

<b>c</b>	Firm Name:	FEIN:	Phone: (    )    -
	Address:		
	Assigned Personnel:		
	Assigned Services:		
<b>d</b>	Firm Name:	FEIN:	Phone: (    )    -
	Address:		
	Assigned Personnel:		
	Assigned Services:		

<b>(VI) - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY</b>

<b>(VII) - RESUMES FOR ASSIGNED PERSONNEL</b>
Attach resumes for assigned personnel identified on this LOQ.

<b>(VII) - PRIME CONSULTANT ACKNOWLEDGEMENT</b>
<p><b>THE EXECUTION OF THE LOQ CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF HIS OR HER PROPOSAL. FAILURE OF AN AUTHORIZED PRIME FIRM REPRESENTATIVE TO SIGN THIS LOQ WHERE INDICATED BELOW, MAY RENDER THE PROPOSAL NON-RESPONSIVE. HOWEVER, THE COUNTY MAY, AT ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF HIS OR HER OFFER.</b></p>
<p>I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.</p> <p>Authorized Prime Consultant's Representative: _____ Title: _____  (Print Name)</p> <p>Signature Authorized Representative: _____ Date: _____</p>



For the sole purpose of an oral presentation and/or recorded negotiation meeting and sessions, the listed individuals **shall not** be required to separately register as lobbyists or pay any registration fees, in accordance with [Ordinance No. 21-73, Relating to Conflict of Interest and Code of Ethics](#). The Lobbyist Registration Affidavit (*this Affidavit*) shall list all technical experts or employees of Principal whose normal scope of employment does not include lobbying and whose sole participation involves appearance at the meeting.

No individual shall appear before a Miami-Dade County evaluation, selection, technical review or similar committee or subcommittee, and/or recorded negotiation meeting or sessions involving the above-referenced procurement matter, unless specifically listed herein **or** registered as a lobbyist with the Clerk of the Board and has paid all applicable fees.

Nothing contained herein shall prohibit the Principal from amending any filed Lobbyist Registration Affidavit if any information changes and/or if additional individuals are authorized (by Principal) to participate in an oral presentation and/or recorded negotiation meeting and sessions. Amended Affidavit shall be filed by County Procurement staff with the Clerk of the Board, prior to the oral presentation and/or recorded negotiation meeting or sessions.

**Written Declaration:** Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Signature of Authorized Representative (Principal):

Printed Name of Authorized Representative (Principal):

Title:  Date:



**MIAMI-DADE COUNTY – STRATEGIC PROCUREMENT DEPARTMENT  
(SPD) SPD FORM NO. 11  
EXPERIENCE & QUALIFICATION / PREFERENCE / REFERENCE FORM**

**INSTRUCTIONS**

This form must be submitted by each team member (Prime, A/E Sub-consultant, and/or non-A/E sub-consultant), as applicable. Applicable firm must list previous similar type project in which it has performed work. The reference provided below should be for one project and must comply with the requirements listed in Sections 1.3, Scope of Services, Experience and Qualifications/Preferences, and Section 2.1, Format and Contents, of the NTPC.

**APPLICABILITY TO EXPERIENCE & QUALIFICATION(S) / PREFERENCE(S)**

This project reference complies with the Experience and Qualification(s) and/or Preference(s) required under Section 1.3, Scope of Services, of the NTPC. ☐ Yes OR ☐ Not Applicable

If yes, please indicate which of the Experience and Qualification(s) and/or Preference(s) that is met with this project reference.

**REFERENCE PROJECT INFORMATION**

Firm Name:

Reference Project Name/Address:

Name(s) and Role(s) of Consultant Personnel Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Total Compensation for Services: \$

Project Start Date:     /     Project Completion Date:     /

Project Construction Cost: \$

Construction Start Date:     Construction Completion Date:  
   /     /

Reference Company Name:

Reference Contact Name:

Reference Telephone Number:     Facsimile Number:     E-mail:

**SPACE BELOW IS TO BE UTILIZED TO EXPAND ON THE SCOPE OF SERVICES PROVIDED FOR THIS PROJECT REFERENCE. PLEASE DESCRIBE YOUR FIRM'S INVOLVEMENT IN THE REFERENCE PROJECT. PROVIDE DETAILS TO SUPPORT WHETHER EACH TEAM MEMBER'S PARTICULAR EXPERTISE RELEVANT TO THE PROJECT WAS GAINED UNDER CURRENT EMPLOYMENT, OR AS A MEMBER OF ANOTHER FIRM. (ADDITIONAL SHEETS OF PAPER MAY BE USED TO INCLUDE INFORMATION).**



## Contractor Due Diligence Affidavit

In accordance with Miami-Dade County (County) Resolution No. [63-14](#), proposed vendors and contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board of County Commissioners for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances; and,
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All the above information shall be attached to the executed Contractor Diligence Affidavit (*this Affidavit*) and submitted to the procurement professional overseeing the acquisition process. The vendor/contractor attests to providing all the above information, as applicable, to the County.

**Written Declaration:** Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it and the information provided (hereto) are true, accurate, and complete.

Signature of Authorized Representative (Principal):

Printed Name of Authorized Representative (Principal):

Title:

Date:





## CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)	
Bidder's/Proposer's Legal Company Name	
of <a href="#">Section 287.138, F.S.</a>	
Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.	
Print Name of Bidder's/Proposer's Authorized Representative:	_____
Title of Bidder's/Proposer's Authorized Representative:	_____
Signature of Bidder's/Proposer's Authorized Representative:	_____
Date:	_____



## KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

\_\_\_\_\_ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)  
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

# **EXHIBIT "A"**

## **GENERAL PLANNING CONSULTANT SERVICES**

### **PROJECT NO. E25MP01**

#### **NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Transportation Planning Organization (TPO) in its role as the Metropolitan Planning Organization (MPO) for the Miami Urbanized Area, created pursuant to section 339.175, Florida Statutes (hereinafter referred as the "TPO"), having its principal office at 150 West Flagler Street, Suite 1900, Miami, Florida 33130, and \_\_\_\_\_ a corporation authorized to transact business in the State of Florida, (hereinafter referred to as the "CONSULTANT") having its principal office at \_\_\_\_\_.

#### **W I T N E S S E T H:**

For and in consideration of the mutual agreements hereinafter contained, the TPO hereby retains the CONSULTANT, and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the General Planning Consultant Services.

#### **SECTION I - TPO OBLIGATIONS**

The TPO agrees that it shall furnish to the CONSULTANT any data and other work products available in the TPO files pertaining to the work to be performed under this Agreement.

The TPO Executive Director of the TPO or his/her authorized representative shall issue written authorization to proceed to the CONSULTANT for work to be performed hereunder. In case of emergency, the TPO reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal upon the TPO Executive Director's request prior to the issuance of a Notice to Proceed. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The TPO Executive Director or his/her authorized representative shall confer with the CONSULTANT before any Notice to Proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

The written authorization will specify for which task or tasks the work is to be initiated, as well as the work to be conducted, the time frame and cost for each task.

## **SECTION II - PROFESSIONAL SERVICES**

The TPO and CONSULTANT mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services.

The process for assigning a requested work order is included in Exhibit "A" Scope of Services. Upon receipt of authorization to proceed from the TPO Executive Director, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order and Notice to Proceed. Professional services provided under this Agreement by CONSULTANT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at a similar time. Said services may include, but shall not necessarily be limited to, the tasks described in Exhibit "A" hereof. The scope of professional services for those tasks may be modified as the work progresses.

In connection with professional service to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable Notice to Proceed.
- B. Comply with any federal, state and local laws or ordinances applicable to the work.
- C. Cooperate fully with the TPO in the scheduling and coordination of all phases of the work.

- D. Report the status of the work to the TPO Executive Director or his/her authorized agent upon request and hold all pertinent data and other work products open to the inspection of the TPO Executive Director or his/her authorized agent at any time.
- E. Submit for TPO review data and other work products representative of the work's progress at the percentage stages of completion which may be stipulated in the Notice to Proceed. Submit for TPO approval the final work products upon incorporation of any modifications requested by the TPO during any previous review.
- F. Confer with the TPO at any time during the term of this agreement concerning the further development and utilization of data and other work products generated by the CONSULTANT pursuant to this Agreement as to interpretation and corrections of errors and omissions. The CONSULTANT shall not be compensated for the correction of errors and omissions.
- G. Performance evaluations of the services rendered under this Agreement shall be performed by the TPO and shall be utilized by the TPO and/or Miami-Dade County as evaluation criteria for future solicitations.

### **SECTION III - TIME FOR COMPLETION**

The services to be rendered by the CONSULTANT for each Work Order shall commence upon receipt of a written Notice To Proceed from the TPO Executive Director or his/her authorized representative subsequent to the execution of this Agreement, and shall be completed within the time stated in said Notice To Proceed.

A reasonable extension of time may be granted by the TPO Executive Director, or his/her designee, in the event there is delay on the part of the TPO in fulfilling its part of the Agreement, or situations that are out of the control of the CONSULTANT, or should weather conditions or acts of God render performance of the CONSULTANT'S duties impossible. Such time extensions shall not be

the cause of any claims by the CONSULTANT for additional compensation.

#### **SECTION IV - COMPENSATION**

The TPO agrees to pay and the CONSULTANT agrees to accept for services rendered pursuant to this Agreement, fees and other compensation in accordance with each particular task or Work Order as indicated in the Notice to Proceed. Duly certified monthly invoices must be accompanied by a Technical Progress Report. The amount of the invoices submitted shall reflect the amount due for all services performed to date, determined by applying the percentage of the services completed for each authorized task. Payments will be made for services performed on each agreed upon task up to the dollar amount specified for each task. No additional fees or compensation will be paid to the CONSULTANT.

##### **A. Project Funding and Contract Period**

Consulting services performed pursuant to this contract shall not exceed Twenty Million dollars (\$20,000,000.00) in the aggregate for the nine selected firms under contract E25MPO01. This amount includes funds allocated for Fiscal Years (FYs) FYs 2025 and 2026, FYs 2027 and 2028, FYs 2029 and 2030 and FYs 2031 and 2032 of the Unified Planning Work Program (UPWP).

##### **B. Lump-sum Fee**

The fee for any Work Order issued to the CONSULTANT shall be a lump sum mutually agreed upon by the TPO and the CONSULTANT and stated in the written Notice to Proceed, for services rendered pursuant to this Agreement, including Direct Cost and Expenses.

#### **SECTION V - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of three (3) years with two (2) one-year renewal options, after its date of execution or until completion of all tasks, whichever occurs

last, unless terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XIV, and/or Section XV hereof.

#### **SECTION VI – ALLOWANCE/CONTINGENCY**

An Allowance Account of ten (10) percent of the Agreement's maximum compensation limit is permissible. This Allowance Account will be used by the TPO for unforeseen conditions necessitating additional work, resulting in additions to the basic services fee. Any work designated by the TPO Executive Director as contingent must be authorized in writing by the TPO Executive Director or his/her designee.

#### **SECTION VII - PARTIAL PAYMENTS**

The TPO shall make periodic partial payments to the CONSULTANT in accordance with performance of authorized work pertaining directly to this project as follows:

- A. The CONSULTANT shall submit duly certified monthly invoices to the Miami-Dade TPO addressed to: Miami-DadeCounty, Finance Department C/O: Miami-Dade Transportation Planning Organization Attn: Shared Services Payable Unit, 111 NW 1st Street 26th Floor Miami, FL 33128. The duly certified montly invoices must be accompanied by a Technical Progress Report, unless an alternate invoicing schedule is agreed upon by both parties. Such invoices shall be paid to the CONSULTANT within forty-five (45) days of receipt by the Finance Department. Additionally, the CONSULTANT is responsible for reporting all payments made to each sub-consultant participating on a County project and payments received must be confirmed by the sub-consultants via Miami-Dade County's Business Management Workforce System (BMWS) at <https://mdcsbd.gob2g.com>.
- B. The amount of the invoices submitted shall be the prorated amount due for all services performed to date, determined by applying the percentage of the services completed for each authorized task, as certified by the CONSULTANT, to the total lump sum fee.

- C. The amount of the partial payment due for the services performed to date shall be an amount calculated in accordance with paragraph “B” above.
- D. In accordance with section 218.74, Florida Statutes, the time at which payment shall be due from the TPO shall be forty-five (45) days from receipt of a proper invoice. All payments due from the TPO, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance.
- E. Pursuant to Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 -category four), the TPO will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

#### **SECTION VIII - RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to the satisfaction of the TPO Executive Director who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement and the character, quality, amounts and value thereof. The TPO Executive Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties. Adjustment of compensation and time for completion of service hereunder, for any reason shall be left to the absolute discretion of the TPO Executive Director or his/her designee. In the event the CONSULTANT does not concur with the decisions of the TPO Executive Director, the CONSULTANT may present any such objections in writing to the Chair of the TPO Governing Board. This decision shall be final.

#### **SECTION IX - NOTICES**

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to the TPO Executive



Director. Any notices, reports or other communications from the TPO to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the TPO, or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

#### **SECTION X - ABANDONMENT**

In the event the TPO causes abandonment, cancellation or suspension of the project or parts thereof, through no fault of the CONSULTANT, the CONSULTANT shall be compensated for all services rendered pursuant to a Notice to Proceed consistent with the terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension.

This compensation shall be determined on the basis of the percentage of the total services which have been performed at the time the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the TPO within ten (10) days after receipt of written notice that such sums are due.

#### **SECTION XI - AUDIT RIGHTS**

The TPO reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the TPO, including but not limited to audited financial statements, balance sheets and other financial records as applicable to a lump sum method of compensation. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the CONSULTANT, the CONSULTANT shall remit such payments to the TPO. The TPO shall retain all legal and equitable rights with respect to recovery of payments.

The audit may also be performed by the Comptroller General of the United States, or any of his/her authorized representatives, or any other applicable state or federal agency.

## **SECTION XII - SUBCONTRACTING**

The CONSULTANT shall not subcontract, assign or transfer any services under this Agreement, except those included in the CONSULTANT's fee proposal, without the written consent of the TPO Executive Director. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

## **SECTION XIII - WARRANTY**

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's TPO authorized subconsultants, have been retained or employed to solicit or secure this Agreement, nor have been paid or guaranteed payment of any fees, commission, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no TPO personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity as long as they are in the TPO's employment by the CONSULTANT or the CONSULTANT's TPO approved subconsultants to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the TPO Executive Director shall have the right to annul this Agreement without liability.

## **SECTION XIV - TERMINATION OF AGREEMENT**

It is expressly understood and agreed that the TPO Executive Director may terminate this Agreement, in total or in part without cause or penalty, by thirty (30) days prior notification in writing from the TPO Executive Director, in which event the TPO's sole obligation to the CONSULTANT shall be payment in accordance with Section IV - Compensation for those units or sections of the work

previously authorized. Such payment shall be determined on the basis of the percentage of the total work performed by the CONSULTANT up to the time of termination.

In the event partial payment has been made for professional service not performed, the CONSULTANT shall return such sums to the TPO within ten (10) days after receipt of written notice that said sums are due. Upon termination, the TPO may, without penalty or other obligations to the CONSULTANT, elect to employ other persons to perform the same or similar services.

#### **SECTION XV - DEFAULT**

In the event the CONSULTANT fails to comply with the provisions of this agreement, the TPO Executive Director may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for the percentage of the work completed and accepted by the TPO Executive Director for assigned tasks as of the date of default. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the TPO within ten (10) days after receipt of written notice that said sums are due. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and court costs. Both parties agree that neither party shall be liable to the other for special, indirect or consequential damages in connection with any services requested and provided under this Agreement.

Scrutinized Companies - By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The TPO shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of

the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

#### **SECTION XVI - INDEMNIFICATION AND INSURANCE**

Pursuant to section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the County and the TPO and its officers, employees, designated agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or the TPO or its officers, employees, designated agents or instrumentalities may incur to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or its employees, agents, servants, partners, principals or subcontractors, or any other person employed or utilized by the CONSULTANT, in the performance of this Agreement. The CONSULTANT shall pay all losses in connection therewith. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, and save harmless the County and the TPO or its officers, employees, designated agents and instrumentalities as herein provided.

The CONSULTANT shall furnish to Miami-Dade TPO, 150 W Flagler Street Suite, 1900, Miami FL 33130 and to Miami-Dade County, 111 NW 1st Street, Suite 2340, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County and Miami-Dade TPO in its role as the MPO for the Miami Urbanized Area must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

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

**CERTIFICATE HOLDER MUST READ:**      **MIAMI-DADE      TRANSPORTATION  
PLANNING ORGANIZATION IN ITS  
ROLE AS THE METROPOLITAN  
PLANNING ORGANIZATION FOR THE  
MIAMI URBANIZED AREA  
150 W. FLAGLER STREET SUITE 1900  
MIAMI, FL 33130**

MIAMI-DADE COUNTY  
111 NW 1st STREET  
SUITE 2340  
MIAMI, FL 33128

## **SECTION XVII - NONDISCRIMINATION**

### **A. Equal Employment Opportunity**

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, physical handicap, marital status, national origin or place of birth. The CONSULTANT shall comply with the requirements of 41 CFR Parts 60-2, 60-250.5 and 60-741.5, and Executive Order 14173, as amended, to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, age, physical handicap, marital status, national origin or place of birth. Such action shall include, but not be limited to the following: employment, upgrading, demotion or termination; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **B. Discrimination Prohibited**

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract covered by this Part, on the grounds of race, color, national origin or sex. (49 CFR Part 23.7)

### **C. Disadvantaged Business Enterprise**

1. **DBE Policy.** It is the policy of the Department of Transportation and the TPO that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 and 26 and this Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 and 26 applies to this agreement.

2. **DBE Obligation.** The TPO or its consultants/contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 and 26 and this Provision has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard the TPO or its consultants/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and 26 and this Provision to ensure that DBE Contractors have the maximum opportunity to compete for and perform contracts. The TPO and its consultants/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. **Aspirational Goal.** The TPO is committed to supporting the identification and use of DBEs and other small businesses in the execution of services. Therefore, there is an aspirational goal of 10.54%.
4. **Sub-consultant Payments.** The Consultant will report sub-consultant payments through the Equal Opportunity Compliance System on the Internet. Failure to submit sub-consultant payment information may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will report final sub-consultant payments through the Equal Opportunity Compliance System. It is the responsibility of the consultant to report “actual” payments made to sub-consultants through the Equal Opportunity Reporting System on the internet monthly at the time of invoice submittal. Go to the following website address to enter this information: <https://mdcsbd.gob2g.com>. Failure to timely input DBE commitment information into the Equal Opportunity Compliance System may adversely impact the DBE commitment letter grade for your consultant firm as well as the District DBE utilization numbers, and will cause your firm

to appear as delinquent on the Equal Opportunity Compliance Report. These services were acquired in compliance with section 287.055, Florida Statutes.

**D. Title VI Compliance (Civil Rights Act of 1964)**

Compliance with Title VI ( of the Civil Rights Act of 1964) and related nondiscrimination statutes - During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest, agree as follows:

1. **Compliance with Regulations:** CONSULTANT shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** CONSULTANT, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:**  
In all solicitations made by CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligations under this contract and the Regulations



relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

4. **Information and Reports:** CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information CONSULTANT shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to CONSULTANT under the contract until CONSULTANT complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** CONSULTANT shall include the provisions of paragraphs (1) through (7) of Section XVII (D), in every subcontract, including procurements of

materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, CONSULTANT may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

7. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,

coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Title IX of the Education Amendments of 1972, as amended, which prohibits CONSULTANT from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **SECTION XVIII - ORDINANCES**

The CONSULTANT agrees to abide and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including, but not necessarily limited to Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended; and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

## **SECTION XIX - MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL REVIEW**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County.

Upon ten (10) days written notice to the CONSULTANT, the CONSULTANT shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The CONSULTANT shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this

contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the CONSULTANT shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The CONSULTANT shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the TPO to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the TPO by the (Contractor/Vendor/Consultant) or third parties.

## **SECTION XX - FEDERAL CONTRACTING REQUIREMENTS**

### **A. Debarred Bidders:**

The CONSULTANT, including any of its officers or holders of a controlling interest, is obligated to inform the TPO whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the CONSULTANT be included on such a list during the performance of this project, it shall so inform the TPO.

### **B. Interest of Members of, or Delegates to Congress:**

In accordance with 18 U.S.C. Section 431, no member of, or delegates to the Congress of the

United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

C. **Conservation:**

CONSULTANT shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conversation plan issued in compliance with the Energy Policy and Conversation Act (42 USC Section 6321 et seq.)

D. **Clean Air Act and Federal Water Population Control Act Requirements:**

The CONSULTANT agrees to comply with all applicable standards, orders, or requirements issues under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The CONSULTANT shall report violations to FTA, to FHWA and to the USEPA Assistant Administrator for Enforcement (EN0329).

E. **Buy America:**

The CONSULTANT agrees that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.

**SECTION XXI - CERTIFICATION REGARDING LOBBYING**

CONSULTANT hereby represents to the best of its knowledge neither it nor any of its personnel have expended any appropriated funds at a recipient or Contractor of a Federal Contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal Actions: The awarding of any Federal Contract, the making of any Federal Grant, and making of any Federal, Local,

the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, Grant, Loan, or Cooperative Agreement. The Contractor hereby agrees to comply with Section 319 of Public Law 101-121, "Restrictions on Lobbying" and the regulations at Federal Register Vol. 54 No. 243, Wednesday, December 20, 1989.

## **SECTION XXII – E-VERIFY**

Vendor/Contractor:

- 1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- 2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## **SECTION XXIII – VENDOR REGISTRATION/CONFLICT OF INTEREST**

### **a) Vendor Registration**

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

1. ***Miami-Dade County Ownership Disclosure Affidavit***  
(Section 2-8.1 of the Code of Miami-Dade County)
2. ***Miami-Dade County Employment Disclosure Affidavit***  
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. ***Miami-Dade County Employment Drug-free Workplace Certification***  
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. ***Miami-Dade County Disability and Nondiscrimination Affidavit***  
(Section 2-8.1.5 of the Code of Miami-Dade County)

5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Sections 2-8.1(j), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**  
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**  
(Resolution R-1072-17)
13. **Subcontractor/Supplier Listing**  
(Section 2-8.1 of the Code of Miami-Dade County)
14. **Form W-9 and 147c Letter**  
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**  
*In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:*
  - Identification of individual account records
  - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
17. **Office of the Inspector General**  
(Section 2-1076 of the Code of Miami-Dade County)
18. **Small Business Enterprises**  
*The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.*
19. **Antitrust Laws**  
*By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.*



b) Conflict of Interest and Code of Ethics

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

Any and all requirements for affidavits, oaths or affirmations contained in Sections 2-8.1(d), 2-8.1.2(b), 10-38, 2-8.1(c), 2-8.1(i), 2-11.1, Article V of Chapter 11A Sections 11A-29 through 11A-33, 2-8.9, Article VIII of Chapter 11A Sections 11A-60 through 11A-67 of the Code of Miami-Dade County and Resolution R-182-00 shall be satisfied by the proper completion of a uniform County affidavit packet to be developed for this purpose by the Strategic Procurement Department, or its successor department, (the "Uniform County Affidavit") and maintained with the proposer's vendor registration file. A duly executed Uniform County Affidavit shall be on file prior to the award of any County contract and the sufficiency and veracity of the Uniform County Affidavit shall, at all times, be

the responsibility of the vendor or proposed contractor. The execution of any contract shall be deemed a representation by the vendor or proposed contractor that a duly executed Uniform County Affidavit is on file, and that it is true and accurate through the date of bid or proposal submission. No vendor or proposed contractor shall be eligible for award unless the requirements of this Section are duly satisfied. Bid documents shall contain a statement alerting bidders of the requirements of this section.

Any person who willfully fails to disclose the information required by subsection (a) of this Section XXIII, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00), or by imprisonment in the County Jail for up to sixty (60) days, or both in the discretion of the court.

#### **SECTION XXIV – LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 14173 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes “Wage Rate Discrimination Based on Sex Prohibited.”
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) “Discrimination.”
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) “Wage Theft.”
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) “Business Regulations.”
- m) Any other laws prohibiting wage rate discrimination based on sex.

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

#### **SECTION XXV – OWNERSHIP OF DOCUMENTS**

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the TPO. However, the TPO may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the TPO in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from TPO. The Consultant shall warrant to the TPO that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or

reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

#### **SECTION XXVI – ACCESS TO OTHER GOVERNMENTAL AGENCIES**

The TPO Executive Director may, at his or her sole option, assign the rights and obligations under this contract to any governmental agency or municipality to the extent that the TPO deems necessary or advisable under the circumstances. This includes other studies/projects that have been approved in the Unified Planning Work Program (UPWP). This program is administered by the TPO. Additionally, in the event the TPO Executive Director determines that allowing for another governmental entity to piggyback off this contract is necessary or advisable, the TPO Executive Director shall authorize the applicable governmental agency or municipality to request a written proposal to execute the solicited services. Compensation for planning services rendered to any governmental agency or municipality pursuant to this section shall be in addition to compensation to be paid by the TPO pursuant to Section IV. Further, the funding ceiling provided for in Section IV(A) shall not apply to planning services provided pursuant to this section.

This assignability or piggyback clause shall only be utilized for transportation planning services covered under this contract. In the event this clause is exercised, the governmental agency or municipality shall execute a separate agreement with the selected consultant.

**SECTION XXVII - ENTIRETY OF AGREEMENT**

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alternation, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the TPO Governing Board.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:  
GOVERNING BOARD OF THE  
TRANSPORTATION PLANNING  
ORGANIZATION

(CONSULTANT)

By: \_\_\_\_\_  
Aileen Bouclé, Executive Director  
Miami-Dade TPO

By: \_\_\_\_\_  
Authorized Officer  
(Corporate Seal)

ATTEST:  
Miami-Dade TPO Clerk of the Board

ATTEST:

By: \_\_\_\_\_  
Tawana Parker

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

Approved as to form  
and legal sufficiency: \_\_\_\_\_  
Assistant County Attorney

**EXHIBIT A**

Scope of Services

***Miami-Dade County  
Transportation Planning Organization (TPO)***

---

**SCOPE OF SERVICES**

**GENERAL PLANNING CONSULTANT  
(GPC) IX**

---

150 West Flagler Street, Suite 1900, Miami, FL 33130  
Phone: (305) 375-4507  
Fax: (305) 375-4950  
E-mail: [information@mdtpo.org](mailto:information@mdtpo.org)  
Website: [www.miamidadetpo.org](http://www.miamidadetpo.org)

# Table of Contents

DESCRIPTION	PAGE #
-------------	--------

## SCOPE OF SERVICES

I.	Background	A-3
II.	Process and Work Order Assignment	A-3
III.	Type of Services	A-3
IV.	Work Order Delivery	A-3
V.	Participating Agencies	A-4

## ATTACHMENT

“A”	SCHEDULE OF PROPOSED COSTS AND TIME	A-8
-----	-------------------------------------	-----

# ***SCOPE OF SERVICES (SOS)***

---

## **I. BACKGROUND**

The Miami-Dade Transportation Planning Organization (hereinafter called the TPO), in its role as the Metropolitan Planning Organization (MPO), for the Miami Urbanized area, guides the transportation planning process in Miami-Dade County, as promulgated in 49 Code of Federal Register (C.F.R.) Part 450.

The TPO (formally the MPO) was created in 1977 as required under Florida Statutes Chapter 163, §163.01 and established by Interlocal Agreement between Miami-Dade County, the Miami-Dade School Board, and the Florida Department of Transportation (FDOT). On February 24, 2017, the Miami-Dade TPO Governing Board changed its name to the “Miami-Dade Transportation Planning Organization (TPO)”, as a bold statement of the agency’s mission to advance the transportation needs of the community (TPO Resolution #09-17).

The TPO is the office responsible for carrying out a coordinated, comprehensive, and continuing transportation planning process in Miami-Dade County. The TPO Governing Board is charged with making transportation planning decisions in the Urbanized Area with the assistance of technical recommendations and citizens’ comments.

A major role of the TPO is to ensure conformance with federal regulations requiring that highways, mass transit, and other transportation facilities and services are properly developed and deployed in relation to the overall plan of urban development and to approve plans for regional and state transportation network accessibility. Federal guidelines require that federally funded transportation programs be consistent with TPO approved plans. The TPO is the authority on all local transportation planning matters and ensures that all entities engaging in transportation related activities conform to federal laws. The TPO approves the development and deployment of highways, mass transit and other transportation facilities and services.

The purpose of this program is for the consultants to provide professional planning services and provide technical support, as needed, to supplement the TPO’s efforts in conducting the transportation planning process for the Miami Urbanized Area. This includes but is not limited to preparing informational materials and conducting technical activities to meet the TPO’s needs. Nine firms will be selected for a 3-year period with two (2) one-year renewal options.

## **II. PROCESS AND WORK ORDER ASSIGNMENT**

For each task to be performed under this contract, a Work Order will be prepared by the TPO and provided to the selected consultant for consideration. As appropriate, the interested consulting firm will submit a proposal in response to the requested Work Order. This proposal should include a description of the methodology/approach to be used by the consultant to conduct the study/project, proposed staff to conduct the study/project, time schedule to complete the study/project, qualitative assessment/quality control process for the preparation of deliverables, and estimated cost. Attachment “A” of this Exhibit shows the format for submitting the time schedule and the



estimated cost for the study/project. Based on the available funds and the cost submitted by the consultant, the work will be negotiated by the TPO's project manager and the consultants' project manager.

Notwithstanding any provision to the contrary where the TPO Board has approved a specific scope and budget the TPO Executive Director or Designee may enter direct negotiation with one or more of the General Planning Consultants (GPC) and issue Work Order(s) arriving from said negotiation.

Details of the consultant's specific responsibilities, the work to be performed and products to be delivered will be defined in this negotiation process. No work will be conducted unless the written approval of the TPO's Executive Director or his/her designee is provided. A Notice to Proceed (NTP) letter authorizing the Work Order will be issued to the consultant to start the work. If the Work Order includes contingency funds, the consultant shall not conduct any work unless a written letter authorizing the tasks and activities is issued by the TPO Executive Director or his/her designee.

The TPO project manager will be appointed as the liaison official with the consultant firm. All requests shall be done through this official, unless determined by the TPO Executive Director. Once the Work Order is assigned to a consultant, appropriate coordination shall be established in the scope of services (SOS) of the assigned Work Order with the designated TPO Project Manager to conduct the study/project. The consultant will perform all analyses, develop recommendations, and document all work within the required time schedule. The consultant will submit monthly invoices as appropriate. A written progress report is required to accompany these invoices for payment.

The consultant is responsible for maintaining an acceptable level of quality control. Quality standards will be required and outlined in individual Work Orders and subject to individuals approved by TPO's Project Manager. Consultants are required to review and ensure quality assurance/ quality control all informational data and work products submitted to the TPO.

### **III. TYPE OF SERVICES**

Professional planning activities on as-needed basis to assist the TPO in the development of the transportation planning process are required. TPO staff will develop detailed Work Orders for specific assignments. These may include any one or more of the following activities:

#### **A. Support of Core Requirements**

##### **1. Long Range Transportation Plan (LRTP)**

- Development of forecasts and trends to develop/update Socio Economic Data
- Scenario Planning: assist with the evaluation of a future-based scenario in a 20-year minimum horizon taking into consideration how land use and mobility are impacted through technology, environmental and demographic changes in the region
- Maintenance of the current adopted LRTP including amendments and administrative modifications
- Development of studies and documents in preparation of the future LRTP
- Preparation of the future LRTP as per federal and state requirements.

- Support with research and any policy and/or technical analysis to update LRTP issues as needed to support federal and/or state policy changes
  - Provide support for public involvement as per federal and state requirements
  - Provide support for ETDM Planning Screening to assess impacts to the LRTP
2. Transportation Improvement Program
- Assist with any financial and/or technical analysis to support the TPO in the review of LRTP Priority II projects to develop List of Priority Projects
  - Assist the TPO to facilitate coordination with partner agencies to compile and publish List of Priority Projects
  - Assist the TPO with coordination efforts with partner agencies to develop the TIP, including support for TIP Development Committee Meeting, development of presentations and supporting documentation during the process
  - Maintain and update the TIP, including TIP amendments and modifications
  - Maintain and update the TIP Database and interactive tool including data and geographic information and interactive mapping for projects
  - Assist with financial analysis to ensure conformity of capital expenditures between the TIP and Capital Improvement Element of the CDMF and consistency with the LRTP for all transportation modes
3. Unified Planning Work Program
- Assist with the development of the Unified Planning Work Program
4. Public Participation Plan
- Assist with the development/update of the federally required Public Participation Plan
  - Assist with the development of an Annual Report which features yearly activities and accomplishments of the TPO
  - Assist with the organization and hosting of in-person, hybrid or virtual community outreach events, peer exchanges, meetings, special events, and conferences related to the transportation planning process
  - Assist with organization, planning, and administering TPO Governing Board Summits, General Assemblies and other special events
  - Assist with full spectrum of social media services
  - Assist with the management of the TPO website
  - Utilize the complete spectrum of visual techniques for the development of educational videos to disseminate information regarding the transportation planning process. Provide public involvement technical support for the development of necessary creative content to assist in the communication of all TPO efforts including materials for TPO sponsored events, conference presentations, student educational outreach materials, related study/project fact sheets, etc.
  - Provide support for the use of applicable Artificial Intelligence (AI) applications to deploy public involvement strategies.
5. Performance Management
- Assist with maintaining geographic information systems, shapefiles and geodatabases that support the interactive tool on the TPO website and to monitor the Performance Management federal and state requirements
  - Assist with the prioritization of long- and short-range processes and criteria to establish annual project priorities and prioritized long range improvements

## **B. Federal, State, and Regional Planning**

1. Modeling activities and Southeast Florida Regional Planning Model Support: cyclical data collection effort – regional trends – compare regional trends
2. Regional Transportation Plan support
3. Transportation Partners-related activities including conferences
4. Financial analysis and innovative funding techniques

## **C. Technical Programs**

1. SMART Program Plus
  - Land use scenarios
  - Economic mobility and accessibility
  - Market demand analyses
  - Travel demand forecasting
  - Transit oriented communities analyses
  - Real estate and housing analysis as related to transportation impacts
  - Technical support on the rapid transit corridors project development studies led by transportation partner agencies
  - Development of program management plan
  - Comprehensive economic development plan
  - Financial models/capital plan and cost estimates
  - County Simplified Trips on Project Software (STOPS) model development/calibration
  - Public outreach/involvement
  - SMART Street Transportation Enhancements Program (STEP)
  - Pilot Projects
  - Performance measures, development of tracking systems including dashboards, and other real-time mobility travel data tools
  - Active transportation and First-Last Mile accessibility analysis
2. General public and municipal programs
3. SMART Demonstration program
  - Assist the TPO with the preparation of technical reports to monitor the progress of SMART Demonstration projects
4. Strategic initiatives/pilot projects
5. Data Collection
  - Surveys including but not limited to innovative techniques
  - Innovative techniques for multimodal data collection
  - Origin-Destination data
  - Data monitoring and tracking
  - Highway traffic counts program
  - Non-motorized counts/data
  - Socio-economic data
  - Land use data
6. Multimodal/Intermodal Planning activities
  - Bikeways
  - Pedestrian
  - Transit
  - Micromobility
  - Freight
  - Micromobility

**7. Future Areas of Emphasis**

- Resiliency
- Emerging technologies
- Artificial Intelligence
- Connection between accessible mobility and health/longevity
- Emergency response

**8. Roadway/Highway Network**

- Transportation, system, management and operations
- Comprehensive Development Master Plan and travel demand modeling support
- Traffic Analysis Zones/Micro Analysis Zones review
- Systemwide Level of Service analysis
- Safety studies and analysis
- Accessibility: ADA, Title VI
- Support for the implementation of pilot projects

**9. On-Site Support staff**

- Provide on-site technical staff capable of assisting in the performance of a diverse range of planning and administration services and other important work assignments as may be determined by the work order scope.

**10. Model Application and Analysis**

- Provide technical model application and model output services. The services may include modeling process development, model performance evaluation, travel demand forecast for transportation modes, reviewing estimates, interpreting analysis results, and documenting modeling practices.

**11. General Services**

- Conduct technical and transportation planning studies to support the TPO priorities.
- Collect data regarding traffic and transit information, including, but not limited to: traffic counts, accident records, surveys, passenger counts, vehicle delays.
- Update and analyze existing transportation data to determine transportation needs including, but not limited to, travel demand modeling, level of services (LOS) and future travel projections.
- Prepare maps, presentations, brochures, reports, and any necessary materials for public meetings, using state-of-the-art techniques including, but not limited to, Geographic Information System (GIS), 3-D effects and any other visual tools available in the market.
- Develop newsletters, brochures, issue papers, or other written products from pre-existing TPO technical documents, written or recorded transcripts of meetings, or oral briefings by staff or members of the board. Such work will include preparation of text, preparation of photographic or rendered graphics, layout, and supervision of printing of documents in full color.
- Develop visual presentation materials for meetings or briefings, including display boards, flip charts, slides, all of which may include charts, spreadsheets, maps, text, software or combinations of these. The consulting firm engaged in this effort should be prepared to utilize personal-computer based graphics display mediums and to provide the equipment necessary to present such information to individuals or large groups using active-matrix overhead projector couplers or projection-screen displays.
- Develop educational and/or project videos, including animation, to disseminate information in connection to the transportation planning process.

- Develop scope of services, fee estimates, and contract provisions for planning studies.
- Utilize applicable AI applications for the development and advancement of TPO studies, projects, or programs, as directed by TPO staff.
- Secure special professional services as may be required based on TPO Governing Board requests.
- Any other supportive task ancillary to the primary scope of services that may be needed to support the TPO's implementation of the Miami-Dade Transportation Systems.
- Consultant(s) may be required to make presentations before committees and boards.
- Training, Events and Development: The consultant(s) may also be required to provide training, events, and informational materials to TPO staff for conducting workshops, summits, conferences, peer exchanges or preparing technical reports, developing manuals, as necessary.

#### **IV. WORK ORDER DELIVERY**

1. Studies, projects, or actions requested shall be based on delineated tasks.
2. For each study/project, a written Work Order will be provided, including the deliverables.
3. The studies, projects or actions requested shall be performed according to the guidelines and proposed scope of work determined by the TPO.
4. Costs shall be negotiated according to factors such as: amount and complexity of work to be done, quality of the product, delivery time and number of deliverables, among others.
5. Only top-quality materials and services will be accepted by the TPO Executive Director or Designee. The consultant shall include in the scope of work the quality assessment/quality control that they will use to review the work prior to submitting to the TPO.
6. Products shall be delivered as determined by each Work Order.
7. Electronic versions of deliverables will be required for the project closeout and for final payment.
8. All end products will be delivered as requested in each Work Order. An unbound color original will be submitted for each deliverable, together with an electronic copy, for further reproduction and updates
9. The Consultant shall maintain the records and files for the work required in each Work Order. The records and files shall contain, but not be limited to, all correspondence for and from Consultant and TPO related to the completion of work. This also includes any other materials, data, or information that the Consultant has obtained or has been sent or given.
10. The duration of each Work Order will be determined on an individual basis, as presented in the Time Schedule.

## **V. CONSULTANT PERFORMANCE EVALUATION**

Consultant will be evaluated at determined interim(s) and/or at completion of each Work Order based on the below twelve criteria. This is consistent with the County's process, and a report will be prepared on the overall evaluation which becomes part of the County's Database for future consultant evaluations during the solicitation process.

1. Schedule: Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community
2. Cost effectiveness & efficiency: Budget compliance & value of work
3. Vision/Design: Concepts or adherence to criteria
4. Cooperation: Teamwork & relationship with owner, subs and suppliers
5. Coordination: Ability to organize, schedule and complete tasks in adherence to the schedule
6. Accuracy & Technical Skills: Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution
7. Completeness: Compliance with contract documents, permits, Codes & standards
8. Responsiveness: Timely, clear & concise responses to owner comments and correspondence
9. Commitment: Intangibles & contribution to project success
10. Personnel: Quality and dedication of project staff
11. Management: Leadership ability
12. Quality: Work performed correctly the first time

The rating of the above criteria will be measured as follows:

- 4 = Superior performance: Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes
- 3 = Satisfactory performance: Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed
- 2 = Guarded performance: Errors and Omissions documented in writing with timely corrective action
- 1 = Unresponsive: Performance documented in writing without timely corrective action

## **VI. PARTICIPATING AGENCIES**

1. Miami-Dade Transportation Planning Organization (TPO)
2. Florida Department of Transportation (FDOT)
3. Miami-Dade Department of Regulatory and Economic Resources (RER)
4. Miami-Dade Department of Transportation and Public Works (DTPW)
5. Greater Miami Expressway Authority
6. Municipalities
7. Citizen's Independent Transportation Trust (CITT)
8. Florida Turnpike Enterprise (FTE)
9. South Florida Regional Planning Council (SFRPC)
10. South Florida Regional Transportation Authority (SFRTA)
11. Miami-Dade Aviation Department
12. PortMiami
13. Other agencies and entities as appropriate

***ATTACHMENT “A”***

---

***SCHEDULE  
OF  
PROPOSED COSTS AND TIME***

## **SCHEDULE OF PROPOSED COSTS**

**CONSULTANT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

<b>PROPOSED COSTS</b>						
<b>Task #</b>	<b>Task Description</b>	<b>Costs</b>				<b>DBE Participation (%)</b>
		<b>Prime Consultant (\$)</b>	<b>Sub-consultant (\$)</b>	<b>DBE Sub-consultant (\$)</b>	<b>Total (\$)</b>	
<b>1</b>	Title of Task #1					
<b>2</b>	Title of Task #2					
<b>3</b>	Title of Task #3					
<b>4</b>	Title of Task #4					
<b>n</b>	Title of Task #					
	<b>Sub-Total</b>					
	Contingency					
	<b>Total</b>					
<b>Important: Firms shall indicate percentage of cost dedicated to DBE.</b>						



## **TIME SCHEDULE**

**CONSULTANT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

<b>PROPOSED COMPLETION TIME</b>							
<b>Task</b>		<b>Months</b>					
<b>#</b>	<b>Description</b>	<b>1</b>	<b>2</b>	<b>3</b>			<b>n</b>
<b>1</b>							
<b>2</b>							
<b>3</b>							
<b>4</b>							
<b>n</b>							



## Exhibit "B"

### DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW) DISADVANTAGED BUSINESS ENTERPRISE (DBE)

#### AFFIRMATIVE ACTION REQUIREMENTS FOR PROFESSIONAL SERVICES For Professional Planning, Design, and Engineering Services for DTPW Infrastructure Project Management for SPD Project No.: E25MP01

*REISSUED: April 9, 2025*

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs", the standards of Best Procurement Practices Manual, and FTA Circular 4220.1G (the Circular).

As a recipient of FTA funding, the Transportation Planning Organization (TPO), through the Miami-Dade Department of Transportation & Public Works (DTPW) Disadvantaged Business Enterprise (DBE) Program is to carry out and fully implement the ideals of 49 CFR Part 26. Primarily, the DBE Program is to:

1. Ensure that there is a "*leveled playing field*" in DOT-assisted contracts,
2. Improve the flexibility and efficiency of contracting opportunities by reducing the burdens on small businesses to compete for contracting opportunities.
3. The DBE program also helps to identify and remove barriers to the participation of DBE contractors in DOT-assisted contracts, and
4. Ultimately to assist the development of firms that can compete successfully in the marketplace outside of the DBE program.

It is the TPO's primary objective to ensure that proposers invite certified DBE and small business firms to have an opportunity to participate in the performance of federally-funded contracts, and for proposers to take all necessary and reasonable steps to make such assurances. DBE's and small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. FTA Circular 4220.1G defines the requirements a grantee must adhere to in the solicitation, award and administration of its third-party contracts. Such contract awards include the procurement of supplies, services, rolling stock, equipment, construction, and other related services.

#### DBE Determination

Pursuant to 49 Code of Federal Regulations (CFR) Part 26 and Section 2.8.1 of the Code of Miami-Dade County, the Department of Transportation and Public Works (DTPW) Disadvantaged Business Enterprise Office recommends an overall race-neutral goal for each of professional services firms for general consulting & design work.

Interested bidders shall utilize certified DBE firms, who, by virtue of their certification, are ready, willing, and able to provide the services outlined in the scope of work when selecting their sub-consultant teams.

(Ref. page 3)

Each proposer and their sub-consultant team shall complete the required DBE Forms attached to this Agreement in the Appendices and be sure to complete registration into DTPW's Compliance Software.



## **TABLE OF CONTENTS**

### **SECTIONS**

- I. BID SUBMITTALPRE-AWARD COMPLIANCE & GENERAL PROVISIONS
- II. DEFINITIONS
- III. ANTI-DISCRIMINATION
- IV. REPORTS AND FORMS
- V. COLLUSION AND FALSE STATEMENTS PROHIBITED
- VI. COMPETITION REQUIRED
- VII. PROMPT PAYMENTS
- VIII. DEPARTMENT OF LABOR PROVISIONS
  - A. Overtime Requirements
  - B. Violation: Liability for Unpaid Wages; Liquidated Damages
  - C. Withholding for Unpaid Wages and Liquidated Damages
  - D. Non-Construction Contracts
  - E. Subcontracts
- IX. TITLE VI COMPLIANCE
- X. EQUAL OPPORTUNITY/NONDISCRIMINATION
- XI. CONTINUED COMPLIANCE
- XII. SANCTIONS FOR VIOLATIONS

## I. BID SUBMITTAL/ PRE-AWARD COMPLIANCE & GENERAL PROVISIONS

Each selected proposer, in order to be eligible for award consideration, shall fulfill the following requirements to the County at submittal:

- A. Submit a completed **Prime and Subcontractor/Subconsultants Information Form** (*attached*). Each Prime bidder/ proposer must complete this form for its company and have each of its subconsultants complete one to be submitted prior to award.
- B. Submit a completed **Schedule of Participation Form** (*attached*) which is to be executed by the prime proposer.
- C. Complete registration in Miami-Dade County's DTPW-Disadvantaged Business Enterprise (DBE) Compliance Software. In order to complete or update your registration, please go to: <https://dtpw.eComply.us>. Be sure to disable your popup blocker settings, and utilize Google Chrome or an updated browser.
  - **New Users:** To obtain your USERNAME and PASSWORD, please utilize this link <https://dtpw.eComply.us/LogOn> and click "**Create One**" from the home screen. When prompted, please enter the department code as: **DTPW**.
  - **Returning Users:** If a USERNAME (email address) and password was created in the previous software, request a password reset.
    - Send an email to [support@ecomplysolutions.com](mailto:support@ecomplysolutions.com) providing the log-in information that was previously used. eComply support will email a temporary password to access the system.
    - Using the temporary password, log into the software. Click the Setup tab on the top left. Under Account Settings, click Change Password. Enter the temporary password that was provided, your new password and click "**Change Password**" again.

If this information is not available, please contact the support desk at (855) 496-9526 or [support@ecomplysolutions.com](mailto:support@ecomplysolutions.com).

The HELP menu option provides access to a user manual that instructs the vendor on the system's use. Additionally, to further assist you in registering, a "Quick Steps" flyer is located in the appendix of this document.

Below is the link to Florida's Unified Certification Program (UCP) website:  
(<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>)

## II. DEFINITIONS

All definitions in 49 CRF § 26 apply to these provisions. The following additional definitions are provided:

- A. Contracting Officer - The Director of the DTPW or his/her designee.

- B. Disadvantaged Business Enterprise or DBE - A "for-profit" small business concern that has been certified by a certifying member of the Florida Uniform Certification Program in accordance with 49 CFR § 26.5.
- C. Goal – A percentage of the total contract price that is to be expended with a certified DBE.
- D. Proposer- Also consultant- Any person or entity submitting an offer on or is awarded this solicitation.
- E. Race-neutral- A measure used to assist all small businesses, including female owned.
- F. Successful proposer - the proposer to which the Contract is awarded.

### III. ANTI-DISCRIMINATION

The consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy the County deems appropriate. Each subcontract the consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR§26.13(b)).

#### Disability Nondiscrimination

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. [d].)

"In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Also, in accord with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Additionally, the

contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section # 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. Furthermore, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue."

#### **IV. REPORTS AND FORMS**

- A. All proposers, as a condition of this project, must submit with its proposal ALL required forms, for itself and for each of its subconsultants. Failure to submit such completed *forms* may deem the proposer's proposal non-responsive. If such proposer is found non-responsive, such proposer shall be disqualified from participating in this project.
- B. The consultant must promptly notify the County whenever a DBE subconsultant performing work on this project is terminated or fails to complete its work. The consultant then shall be required to make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without first obtaining prior written consent from the Contracting Officer.

#### **V. COLLUSION AND FALSE STATEMENTS PROHIBITED**

Any agreements between a proposer and a DBE, in which the DBE firm promises not to provide subcontracting quotations to other proposers, are prohibited. Any uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or other circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of the DBE program, may be subject to debarment proceedings under 49 CFR part 29; Program Fraud and Civil Remedies under 49 CFR part 31; and prosecution under 18 U.S.C. 1001, by the Department of Justice.

#### **VI. COMPETITION REQUIRED**

Where there are subconsultant opportunities, the Proposer shall afford DBE firms the maximum practicable opportunity to participate in the project. The Proposer shall select DBE subconsultants, including DBE suppliers, on a competitive basis to the maximum practical extent, consistent with the objectives and requirements of the contract and 49 CFR part 26. The Proposer is prohibited from requiring unnecessary experience and excessive bonding qualifications/ requirements.

#### **VII. PROMPT PAYMENT REQUIREMENTS**

Pursuant to 49 CFR part 26.29 and 26.37, *prime consultants shall pay subconsultants, including DBEs, for satisfactory completion of the subcontract no later than 30 days after the contractor receives payment from the recipient for the work performed by the subcontractor.*

- A. The following correct information constitutes a proper invoice and is required as payment documentation:
1. Name of Subconsultant.
  2. Invoice date.
  3. Invoicing period.
  4. Contract number.
  5. Subconsultant's invoice number, account number, and/or any other identifying number agreed by contract.
  6. Description and nature of work completed.
  7. Taxpayer Identification Number (TIN).
  8. Bank Information; and/or EFT and Financial EDI Statements
  9. Contact person's name, title and Telephone Number.
  10. Other substantiating documentation, information required by contract.
- B. \*An invoice shall be deemed to be received on the receipt date stamped on the invoice by the consultant. If the consultant fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subconsultant shall control.
- C. \*The Prime Consultant shall make timely payment on a payment request or invoice without regard as to whether TPO has tendered payment and/or reimbursement to the Prime consultant.
- D. \*The prime consultant will not be reimbursed for work performed by subconsultants unless and until the prime consultant ensures that the subconsultants are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime consultant or subconsultant from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.
- E. In the event of a payment dispute, the consultant and subconsultant may withhold the disputed portion of any such payment, if the consultant, or subconsultant notifies the party whose payment is disputed in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid in a timely manner.

- F. The Prime and subconsultant(s) will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or a DTPW's Ombudsperson.
- G. In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the consultant and shall be concluded by final decision not later than 30 days after the date on which the payment request or proper invoice was received by the consultant. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Prime Consultant, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subconsultant, then interest shall begin to accrue as of the original date the payment became due.
- H. The prime consultant may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- I. If a payment request or an invoice is rejected under subsection (9) and the subconsultant submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.
- J. All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by the contract whichever is greater.
- K. Late payment interest penalties shall be paid without regard to whether the subconsultant has requested payment of such penalty and shall be accompanied by a notice stating the amount of the interest penalty, the number of days late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.
- L. The Prime and subconsultant in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.
- M. A provision in an agreement between a subconsultant and a consultant is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime consultant to the subconsultant or of the subconsultant to the consultant, arising under this subsection.

**The Consultant may NOT hold retainage from its sub-consultants after 30-days receipt of payment.**

## **VIII. DEPARTMENT OF LABOR PROVISIONS**



- A. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- B. Withholding for unpaid wages and liquidated damages - DTPW shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- C. \*Subcontracts - The consultant or subconsultant shall insert in ALL of its subcontracts the clauses set forth in the Prompt Payment Section of this document and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in the Prompt Payment Section of this document.

## IX. TITLE VI COMPLIANCE (CIVIL RIGHTS ACT OF 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive proposal or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. \*Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
- i. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - ii. Cancellation, termination, or suspension of the contract, in whole or in part.

X. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Equal Employment Opportunity

In connection with the execution of this contract, the consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by The County setting forth the provisions of this Equal Opportunity clause.

**B. Discrimination Prohibited**

The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as The County deems appropriate. (49 CFR Part 26.13(b))

**C. Nondiscrimination (General)**

The proposer will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 14173, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

*Note: FTA directs the County, and the County requires each consultant or subconsultant to include the above paragraphs, A through C, in each of its contracts.*

**XI. CONTINUED COMPLIANCE**

MDC/ DTPW shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The Compliance Monitor may require the proposer to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate to ensure such compliance. Therefore, the contractor shall permit MDC and DOT to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site, and contracts between the contractor and other parties entered into during the life of the Contract.

**XII. SANCTIONS FOR VIOLATIONS**

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

- A. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;



- B. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and
- C. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of no longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

**---END---**



**APPENDIX OF FORMS**

1. PRIME AND SUBCONTRACTOR/ SUBCONSULTANTS INFORMATION FORM –  
*To be executed by both the Prime and Subcontractor/Subconsultants.*
2. SCHEDULE OF PARTICIPATION – *executed by the prime.*



## PRIME AND SUBCONTRACTOR/SUBCONSULTANT INFORMATION FORM

**INSTRUCTIONS:** The prime must complete a form for itself and each subcontractor/subconsultant working within their team. An authorized representative of each firm must complete and sign this affidavit.

### BIDDER INFORMATION

Firm Name \_\_\_\_\_ F.E.I.N.\* \_\_\_\_\_

Year Founded (XXXX) \_\_\_\_\_ Ethnicity \_\_\_\_\_ Gender \_\_\_\_\_

Street \_\_\_\_\_ Suite No. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Prime Bidder? Yes \_\_\_\_\_ No \_\_\_\_\_ If No, enter name of Prime \_\_\_\_\_

Annual Gross Receipts: Under \$500k \_\_\_\_\_ Over \$500k \_\_\_\_\_ Over \$1Million \_\_\_\_\_ Over \$5Million \_\_\_\_\_

Phone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email \_\_\_\_\_

### SPECIALTY

INDICATE APPROPRIATE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE:

Construction (23): Building-- \_\_\_\_\_ Heavy-- \_\_\_\_\_ Specialty Trades-- \_\_\_\_\_

Professional Services (Architectural, Engineering, Accounting, etc.) (54) \_\_\_\_\_

Goods, Equipment and Non-professional Services (31-33, 81, etc.) \_\_\_\_\_

### CERTIFIED DBE:

Certificate Anniversary Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### AFFIDAVIT

I certify that I am an authorized representative of above-named firm.

Signature	Print Name	Title	Date
-----------	------------	-------	------

**For MDC Use Only:** Was the subject bid awarded to this bidder? Yes \_\_\_\_\_ No \_\_\_\_\_

Bid Description: \_\_\_\_\_ Bid No. \_\_\_\_\_

Percentage of DBE Goal \_\_\_\_\_%



## SCHEDULE FOR PARTICIPATION FORM

**Instructions for Prime Contractor(s):** List your DBE firms and sign.

**DBE FIRM (1):**

Name \_\_\_\_\_

Type of Work to Be Performed: \_\_\_\_\_

Percentage and Dollar Amount of Total Bid Committed: \_\_\_\_\_ % \$ \_\_\_\_\_

Proposed Commencement Date: \_\_\_\_\_ Proposed Completion Date: \_\_\_\_\_

**DBE Firm (2):**

Name \_\_\_\_\_

Type of Work to Be Performed: \_\_\_\_\_

Percentage and Dollar Amount of Total Bid Committed: \_\_\_\_\_ % \$ \_\_\_\_\_

Proposed Commencement Date: \_\_\_\_\_ Proposed Completion Date: \_\_\_\_\_

**DBE Firm (3):**

Name \_\_\_\_\_

Type of Work to Be Performed: \_\_\_\_\_

Percentage and Dollar Amount of Total Bid Committed: \_\_\_\_\_ % \$ \_\_\_\_\_

Proposed Commencement Date: \_\_\_\_\_ Proposed Completion Date: \_\_\_\_\_

**DBE Firm (4):**

Name \_\_\_\_\_

Type of Work to Be Performed: \_\_\_\_\_

Percentage and Dollar Amount of Total Bid Committed: \_\_\_\_\_ % \$ \_\_\_\_\_

Proposed Commencement Date: \_\_\_\_\_ Proposed Completion Date: \_\_\_\_\_

Under penalty of perjury of the laws of the United States, the undersigned certifies that it is committed to hire the above firms to do the work listed above on project \_\_\_\_\_

\_\_\_\_\_, as part of its obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its subcontracts. The undersigned also certifies that the DBE listed on this Schedule are certified in the work categories in which they are being proposed to perform and that the Contractor has included language in its subcontracts to ensure that its DBE remain compliant with 49 CFR part 26, specifically Subpart 26.83(j).

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor

Submit this form as required in the Request for Proposal or alternatively, at the time of Expanded Letter of Response is due:

<b>Contract/Advertisement No.:</b>		<b>Prime Consultant:</b>	
<b>Project Description:</b>			

Expected percentage of contract fees to be utilized by DBE(s): \_\_\_\_\_ %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses \_\_\_\_\_ %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors' work is as follows:

Prime	<u>Type of Work</u> (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				

Subconsultant/Subvendor	<u>Type of Work</u> (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



375-030-83  
PROCUREMENT  
10/24

[illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PROFESSIONAL SERVICES COMMITMENT FORM**

375-030-83  
PROCUREMENT  
10/24

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Choose an item.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total percent for Prime and Subs committed:  
(Note to Consultants: should be 100% when submitted to FDOT) \_\_\_\_\_ 0

Total percent for Prime and Subs remaining to be committed:  
(Note to Consultants: should be 0% when submitted to FDOT) \_\_\_\_\_ 100

**The percentage column must total 100% for Prime and all subs.**

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

DBE status for all firms can be verified by using the **DBE Directory**:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Small Business status for **Non-Professional Services firms** can be found here:

<https://ssrs.fdot.gov/Reports/report/PDA%20Reports/Public%20Reports/EOOSmallBusinessCertificationReport>

Small Business status for **Professional Services firms** is located here:

<https://www.fdot.gov/procurement/InternetReports.shtm#qual>

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_