

# REQUEST FOR PROPOSAL

## Canal Bank Stabilization

**RFP NO. 2016-49**



### **The Town of Miami Lakes Council:**

**Mayor Michael A. Pizzi Jr.  
Vice Mayor Timothy Daubert  
Councilmember Manny Cid  
Councilmember Tony Lama  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

**DATE ISSUED:**

**August 18, 2016**

**NON-MANDATORY PRE-PROPOSAL CONFERENCE:**

**10:00 AM, August 25, 2016**

**CLOSING DATE:**

**11:00 AM, September 14, 2016**

# Request for Proposals No. 2016-49

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## SECTION 1

### **NOTICE TO PROPOSERS**

#### **Town of Miami Lakes Canal Bank Stabilization RFP 2016-49**

The Town of Miami Lakes, Florida, (the "Town") is accepting sealed Responses from qualified firms for construction services for the construction of Canal Bank Stabilization ("Project"). Proposals must be submitted in the form of one (1) original and five (5) copies and one CD-ROM or flash drive for the Technical Proposal and one CD-ROM or flash drive for the Price Proposal, and **must** be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014, **by no later than 11:00 AM on September 14, 2016**, at which time the Responses will be opened.

The Town is seeking a firm with the right combination of price, qualifications, and experience who can bring this Project in on time, within budget and according to the plans and specifications, with a minimum of issues and change orders.

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment and services necessary for stabilizing canal using stacked canal bank stabilization (CBS) system as shown on the construction drawings and described in the technical specifications. The location of the project is in the Golden Glades canal bank (running parallel to 170<sup>th</sup> St.) and Peter's Pike canal bank (running parallel to 77<sup>th</sup> Ave.), as further detailed in Section 3.

A Non-Mandatory Pre-Proposal Conference will be held on August 25, 2016 at 10:00 AM in Room 106 at Town of Miami Lakes Government Center, 6601 Main Street, Miami Lakes, FL 33014. It is strongly recommended that potential Proposers attend this meeting. The meeting space has limited capacity so we request that no more than two representatives from any one company attend the meeting.

Copies of the RFP, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, and selecting "Contractual Opportunities" or at DemandStar's website at [www.demandstar.com](http://www.demandstar.com). **ALL** inquiries regarding this RFP must be directed to the Procurement Department, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). No phone calls will be accepted.

#### **Minimum Qualifications**

The Town is seeking to procure a qualified State of Florida Certified Contractor, from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor. Proposer must have completed a minimum of three (3) projects of a similar, size scope and complexity in the last seven (7) years, where the value of each of the projects exceeded \$750,000. The Successful Proposer must be capable of self-performing seventy five (75%) percent of the primary physical construction Work.

*Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a Cone of Silence is imposed concerning this solicitation. The Cone of Silence prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.*

## SECTION 2 – SUBMISSION OF A RESPONSE

### 2.1 Submittal Requirements

This Request For Proposal (“RFP”) consist of two parts; a technical component (“Technical”) and a Price component (“Price”), both of which when combined constitute the Proposer’s response (“Response”) to the RFP.

Proposers submitting a Response to this RFP must submit both the Technical and Price components.

Sealed written Responses must be received by the Town of Miami Lakes; Town Clerk’s Office, no later than the date, time, and at the location indicated in Section 1 of the RFP, in order to be considered responsive. Faxed documents are **not** acceptable. **Responses received at any other location than the Town Clerk’s Office or after the Proposal submission date and time will be deemed non-responsive and will not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFP. Subcontractors may be included in more than one Response submitted by more than one Proposer. An individual, firm, partnership, or corporation that submits a Response may not be a subcontractor on another Response submitted under this RFP. Responses from joint ventures will not be considered. Where Proposer is listed as a subcontractor on another Proposal both Proposals will be rejected as non-responsive.

One (1) original and seven (7) copies of the original Response, plus one (1) copy each of the original Technical and Price Response in digital form (on CD-ROM or Flash Drive in .pdf format unless a different format is stated in the RFP), must be timely received by the Town Clerk or your Response may be disqualified. Technical and Price Responses must be submitted in separate file folders on the CD-ROM or Flash Drive. The hard copies of the Price component must be submitted in a separate sealed envelope from the Technical component. The Price component for the electronic copy must be submitted as a separate document from the Technical proposal on the same flash drive or CD-ROM.

### 2.2 Non-Mandatory Pre-Proposal Conference

A **NON-MANDATORY** pre-proposal conference will be held on August 25, 2016 at 10:00 AM. The conference will be held in Room 106 at Government Center. Prospective Proposers should attend this meeting to obtain information relative to the RFP. Attendees are requested to sign-in and provide the requested information at the time of sign-in. Failure to attend or sign-in will not result in a Proposer’s Response being rejected as non-responsive.

### 2.3 Additional Information or Clarification

Proposers may fax or e-mail their requests for additional information or clarifications (“RFI”) in accordance with the “Cone of Silence” and contact information provided in herein. Requests for additional information or clarifications **must** be submitted to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). The request must include the Proposer’s name, the RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than** five days prior to the proposal due date. Late or mis-delivered requests may not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The Town, at its sole discretion, may not issue a response to a RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in

any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail.

**Addenda will be posted and made available on the Town's Procurement webpage and on DemandStar and it is the Proposer's sole responsibility** to ensure receipt of all addenda prior to submitting its Response. The Proposer should check the Town's webpage (under "Contractual Opportunities") or DemandStar for all addenda. The Town's webpage is <http://www.miamilakes-fl.gov/> and DemandStar is [www.DemandStar.com](http://www.DemandStar.com).

The Proposer must complete and sign the Acknowledgment of Addenda and include it or copies of the signed Addendum acknowledging receipt, or signed copies of each Addendum, in its Response in order to have the Proposal considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion determine that such failure to acknowledge any or all addendum does not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

## **2.4 Contract Terms and Conditions**

The Proposer(s) selected to provide the work requested herein (the "Successful Proposer(s)") will be required to execute a contract ("Contract") with the Town in substantially the same form as the Contract included as part of the RFP.

## **2.5 Price Proposal**

The Price Proposal component of the Response will be opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The price score will be incorporated into the overall rating and ranking of the Responses.

The Price Proposal is based on a firm fixed price.

The Town reserves the right to negotiate the final Contract Price should that be deemed in the best interest of the Town.

## **2.6 Award of a Contract**

A Contract **may** be awarded to the Successful Proposer for the Project by the Town Council, based upon the qualification requirements contained in the RFP. The Contract is attached hereto as Exhibit A and it is hereby incorporated into and made a part of this RFP. The Town reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer, where it is determined to be in the Town's best interests. The Town does not represent that any award will be made.

## **2.7 Contract Execution**

Proposer by submission of its Response agrees to the terms and conditions contained in Exhibit A, and further agrees to execute the Contract as included in the RFP without change.

However, the Town in its sole discretion, as stated in Section 2.5, reserves the right to negotiate the final Contract Price or other terms and conditions.

Responses that are conditioned to additions, deletions or revisions to the Contract's terms and conditions will be rejected as non-responsive.

## **2.8 Unauthorized Work**

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work

performed by the Successful Proposer(s) will be deemed non-compensable by the Town and Proposer will not have any recourse against the Town for performing unauthorized work.

## **2.9 Submittal Instructions**

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers must make the necessary entry in all blanks and forms provided for the Response.

Responses must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

**Name of Proposer**  
**RFP No. 2016-49**  
**Canal Bank Stabilization**  
**Due Date: September 13, 2016**

## **2.10 Changes/Alterations**

Responses will be valid and irrevocable for at least 120 days. Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers must not assign or otherwise transfer their Response.

## **2.11 Subcontractor(s)**

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the Work required under this RFP. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Response the major Subcontractor(s) to be utilized in the performance of the Work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subcontractor(s) are considered to be considered employees or agents of the Town.

## **2.12 Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the individual identified and in the manner prescribed in Section 1 of the RFP. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

## **2.13 Disqualification/Rejection of Responses**

**This RFP requires the use and submission of specific Town Forms. In addition, the RFP requires submission of additional documents and information. These are must type requirements for being considered responsive. Failure to utilize the Town Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered. Modification of, retyping, or any alterations to the forms will result in the rejection of a Response as non-responsive.**

The Town reserves the right to disqualify any Response before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Proposer. The Town also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue the Request for Proposals.

Throughout the RFP, the phrases “must” and “will” denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the Town or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

#### **2.14 Proposer’s Expenditures**

Proposer understand and agree that any expenditure they make in preparation and submittal of Responses or in performance of any services requested by the Town in connection with the Response are exclusively at the expense of the Proposer. The Town will not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, or anticipation of an award of a contract, or to maintain the approved status of the Successful Proposer if a Contract is awarded, or administrative or judicial proceedings resulting from the solicitation process.

#### **2.15 Inspection of Site**

Proposers should carefully examine the site of the proposed Work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the Contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Design-Build Firm to fulfill, in every detail, all of the requirements of the Contract Documents, as defined in the Contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time

#### **2.16 Execution of Response**

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the appropriate required Certificate of Authority, which is included as part of the RFP.

Anyone signing the Response as agent must include legal evidence of signature authority. Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their authorization to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Failure to properly execute the Response may result in the Response being rejected as non-responsive. Proposer understands that by submitting this RFP such submittal does not constitute an agreement or contract with the Town.

#### **2.17 Certification of Accuracy of Proposal**

Proposer by signing and submitting its Response certifies and attest that all Forms, Affidavits and documents related thereto, included in its Response, in support if its Response are true and accurate.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

## **SECTION 3 – SCOPE OF WORK**

### **3.1 Purpose**

The Town is seeking to procure a qualified and experienced licensed General Contractor to construct stacked canal bank stabilization (CBS) system in accordance with the plans, specifications, and Contract included as part of this RFP.

The General Contractor the Town is seeking an experience company with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can bring this Project in on time, within budget and according to the plans and specifications, with a minimum of issues and change orders.

### **3.2 Project Location**

The project is located in Peter's Pike and Golden Glades canal bank. The project consists of stabilizing the west side of the Peter's Pike canal (which runs parallel to NW 77<sup>th</sup> Ave.) and stabilizing a portion of the south side of the Golden Glades canal (which runs parallel to NW 170<sup>th</sup> St.) as shown in construction documents.

### **3.3. Overview**

The Peter's Pike and Golden Glades canal have experienced widespread erosion. This erosion compromises the structural integrity of facilities that are located next to the canal. The Town has identified this project as a critical endeavor to maintain a safe and effective canal system and reduces amount of debris and vegetation entering the canals. This phase of the project prioritizes stabilizing the private property side of the canal (west bank of the Peter's Pike canal and a portion of the south side of the Golden Glades canal. Contractor must evaluate the most effective way to deliver services.. If work is to be performed from the land side, contractor will need to coordinate access with property owner and the Town.

### **3.4 Project Scope of Work**

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment and services necessary for stabilizing canal using stacked canal bank stabilization (CBS) system. The Technical Specifications, Exhibit C, provide more detailed requirements of the Work to be performed by the Proposer.

Demolition of some structures may be required to be able to install the stacked CBS system in certain areas, as per plans and technical specifications. Cost for such demolition shall be provided as specified on Section 3.01 of the technical specifications and shall include the demolition, removal and disposal of such structures. As the contractor approaches this area of work, the contractor will need to receive approval from Project Manager prior to removal. Payment for demolition will be made after demolition work is completed.



## SECTION 4 – TERMS AND CONDITIONS

### 4.1 Acceptance/Rejection

The Town reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the Town, is in its best interest. The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFP. Further, the Town may waive informalities, technicalities, minor irregularities, or request new Responses for the services specified in this RFP and may, at its discretion, withdraw or re-advertise the RFP. All such actions taken will be in accordance with the applicable sections of the Town Code and this RFP.

### 4.2 Legal Requirements

This RFP is subject to all applicable federal, state, county, Town and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. By submitting a Response the Proposer certifies that it has full knowledge of such laws, codes, ordinances, rules, and regulations, and any lack of knowledge by the Proposer will in no way be cause for relief from responsibility for compliance with these requirements.

### 4.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project, then the Town, will have the unqualified right to terminate the Contract upon written notice to the Design-Build Firm, without any penalty or expense to the Town.

### 4.4 Business Tax Receipt Requirement

Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

### 4.5 Minimum Qualification Requirements

The Town is seeking to procure a qualified State of Florida Certified Contractor, from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor. Proposer **must have completed a minimum of three (3) projects of a similar, size scope and complexity in the last seven (7) years**, where the value of each of the projects exceeded \$750,000. **The Successful Proposer must be capable of self- performing seventy five (75%) percent of the primary physical construction Work.**

The Town will consider a Proposal as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

**A minimum of three (3) projects must be included utilizing Form 3, Experience of Proposer Questionnaire. The Proposer is to utilize its three most recently completed projects in the past seven**

**(7) years that are of the same size, scope and complexity of the Town's project.** Failure to submit the information for the three (3) projects may result in the Response being deemed non-responsive.

Each firm interested in responding to this RFP must provide information on the firm's qualifications and experience, qualifications of the project team, members and staff, Project Manager's experience, and previous work of similar size, scope and complexity. See Section 5.0 "Instructions for Preparing a Response: Preparation Requirements" for further direction. Responses that do not adhere to the requirements of this RFP may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be stated in Section 5.0, "Instructions for Preparing a Response".

For the Town to consider a project as complete all Work must have received final approval from all permitting entities, acceptance of all of the Work and submittal requirements required under the contract, and the Town has issued final payment and a Notice of Final Completion.

#### **4.6 Local Preference**

Pursuant to Section 255.0991, Florida Statutes, as the construction services contemplated in this RFP are to be paid from state-appropriated funds, the Local Business Preference as specified in Ordinance 12-142 of the Town Code shall not apply to bids submitted in response to this RFP.

#### **4.7 Public Entity Crimes**

Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers must submit Form PEC with their Response.

#### **4.8 Review of Responses for Responsiveness**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive. A non-responsive Proposal will not be provided to the Evaluation Committee for consideration for an award of a contract.

#### **4.9 Collusion**

The Proposer must certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Responses where collusion may have occurred.

The Proposer must include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included in this RFP as Form NCA. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive.

#### **4.10 Clarifications**

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses. Subsequent to the submittal of Proposals Proposer cannot submit any additional document

or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Proposal being rejected as non-responsive.

#### **4.11 Key Personnel**

Subsequent to submission of a Response and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award.

The Project Manager and the Construction Manager must be different individuals and the Project Manager and Construction Manager must both be employed by the Proposer.

#### **4.12 Audit Rights and Records Retention**

The Successful Proposer agrees to provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

#### **4.13 Public Records**

Proposer understands that the Response is a "public record, and the public will have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

#### **4.14 Conflict of Interest**

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP. Proposers must submit Form COI with its Response.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

#### **4.15 Debarred/Suspended Vendors**

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

#### **4.16 Nondiscrimination**

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

#### **4.17 Contingent Fees**

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of an contract.

#### **4.18 Assignment; Non-Transferability of Response**

A Response must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

Exhibit A contains specific language as to the assignment, transfer, sale or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

#### **4.19 Drug Free Workplace**

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

#### **4.20 Protest Process**

Any Proposer wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 12-142 (Procurement Ordinance), which is available at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=67&Itemid=269](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269).

## SECTION 5 – INSTRUCTIONS FOR PREPARING A RESPONSE

Proposer's Response to this RFP must contain the following information and documents, and follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

### 5.1 Preparation Requirements

Each Response must contain the following documents and forms required by Sections 5.1 A&B, each fully completed, and signed as required. Proposers must prepare their Responses utilizing the same format outlined below in Section 5.1C. Each section of the Response as stipulated in 5.1C must be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential, unless specifically required by the RFP. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. Page limitations may have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer should use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in 5.1 C.

#### A. TECHNICAL COMPONENT OF THE RFP:

The Proposer's response to the requirements of the Technical Proposal should provide complete detailed responses to all of the submission requirements of the Technical component of the RFP. Missing, incomplete or vague responses to the questionnaire or any of the submittal requirements can adversely impact the evaluation of the Response. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical component of the Response.

##### 1. Company Declaration

Proposer must complete and submit Form 1, Company Declaration, for this section of its Response.

##### 2. Qualifications of the Proposer

Proposer must complete and submit Form 2, Company Profile Questionnaire, for this section of its Response.

### **3 Financial Stability of Proposer**

Proposer must provide the following documentation and be capable of meeting the Contract bonding and insurance requirements to be considered responsive to the RFP.

- a. Proposer's most recent certified financial statement together with a breakdown indicating the Working Capital Ratio, Balance Sheet, and Cash Flow Statement or 2 years of business income tax returns.
- b. Letter(s) from the insurance carrier stating that the Proposer is capable of meeting the insurance requirements contained in Exhibit A. Sample insurance certificates are not an acceptable substitute.
- c. Letter(s) from the bonding surety stating that the Proposer is capable of meeting the bonding requirements contained in Exhibit A.

### **4. Experience of the Proposer**

Proposer must complete and submit the following for this section of its Response.

- a. Form 3, Experience of Proposer Questionnaire
- b. Form 4, Construction Project Staff Experience.

### **5 Construction Approach (maximum 5 pages)**

Proposer must complete and submit Form 5A, Project Approach, for this section of its Response. As part of this response the Proposer must address in detail the following based on the Technical Specifications, Survey, Geotechnical Report and available Temporary Easement Agreements:

- a. Methodology for performing the Work including access from land or water, access points.
- b. Proposed access points to the canal, including why the site was chosen.
- c. Proposed location for staging site, including why the site was chosen.
- d. Proposed plan for keeping the residents advised of the work adjacent to their property.
- e. While the Scope of Work the removal disposal of sediment or vegetative debris. Such requirement may be necessary if it is determined that during the performance of the Work the Contractor allows sediment or vegetative debris to collect on the canal bottom, such as from the canal wall should it fail during the performance of the Work. Proposer must address how it will address disposal of the sediment or vegetative debris, including any storage or drying that may be necessary to meet the required sieve test for disposal.

### **6. Quality Control and Safety (maximum 3 pages)**

Proposer must complete and submit Form 5B, Project Approach, for this section of its Response.

- a. Provide a detailed explanation the Proposer's Quality Control program that covers meeting the requirements of the work, protecting adjacent property, as well as potential contamination of the canals. The quality control plan must also detail how the Proposer will address any contamination that occurs during the trucking of the sediment to the disposal site.

- b. Provide a detailed explanation of how the Proposer will handle safety for this project, taking in to account that work will be performed from the waterside as well as on unstable canal banks.

**7. Qualifications and Experience of Subcontractors**

Proposer must complete and submit the following for this section of its Response.

- a. Form 6, Subcontractor Utilization Form
- b. Form 7, Experience of Subcontractor Questionnaire

**8. Forms**

In addition to the Forms and documents identified elsewhere in the RFP the following Forms must be submitted:

- Form AK – Anti-Kickback Affidavit
- Form PEC – Public Entity Crime Affidavit
- Form NCA – Non Collusive Affidavit
- Form COI – Conflict of Interest Affidavit
- Form TSA – Trench Safety Act Certification (to be submitted with Price Proposal)
- Form R – Relationship with Town Staff & Elected Officials

**B. PRICE PROPOSAL**

**1. Proposal Errors**

Where the Price Proposal form, Form PP, has erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Price Proposal items, if an error is committed in the extension of an item, the unit price as shown on the Price Proposal Form will govern. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Response as non-responsive.

**2. Submission of Price Proposal**

Proposers must complete Form PP for the Price component of the RFP.

The Proposer will be solely responsible for all costs to complete the Project, except where costs are covered as reimbursable costs under the Contract, or result from Town directed changes, or changes resulting from hidden/unforeseen conditions.

The Price component must be submitted in a **separate sealed envelope** concurrent with the submittal of the Technical component, utilizing the Price Proposal Form contained in the RFP.

The Price submitted in the Response must be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the mobilization/start-up, construction, and Project close-out. The Price component, in addition to all direct and indirect costs and expenses, must include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs, including labor burden; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).

**Options, if any** included as part of the Price component must be priced by the Proposer for the Proposal to be considered responsive.

**Reimbursable Costs:** The Town's permit fees are not to be included within the Price component. Other fees such as Miami-Dade County DERM/DRER and WASD connection fees are also not to be included in the Price component. The Town will reimburse the Successful Proposer for the Town's permits, regulatory fees and Miami-Dade County WASD connection fees. All other permit and other fees, such as those assessed by Miami-Dade County, FPL, etc. are to be included as part of the Price Component.

The Price Proposal is submitted for the purposes of determining the Successful Proposer. The Town, at its sole discretion, may conduct further negotiation to determine the final value of the Contract to be awarded.

**3. Subcontractor/Subconsultants/Suppliers**

Proposers are expressly prohibited from substituting Subconsultant or Subcontractors projected to perform five percent (5%) or more of the over-all Work as stated in the RFP. Such substitution, for any reason, after receipt of the Response, and prior to award by the Town, will result in disqualification of the Response from further consideration for award.

**4. Evaluation of Price Proposal Documents**

The Price Proposal will be evaluated in the following manner:

a. For Form PP

- i. The responsive Response with the lowest total Price Proposal will be given the full weights as identified above.
- ii. Every other Response will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price for by the total price of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price to arrive as a cost score of less than the full score for price.

Example:  $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} \times \text{Total Points for Price} = \text{Price Score}$

Example:  $\frac{\$1,000,000}{\$2,000,000} \times 75 = 37.5 \text{ points}$

b. Subcontractor Breakdown

This portion of the Price Proposal will be evaluated as part of the Qualification of the Project Team and Subconsultants.

**C. Response Submission Format**

Responses are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Response. Part A and B are to be submitted in separate sealed envelopes or boxes.



**Part A - Technical Response**

1. Company Declaration
  - a. Form 1 – Company Declaration
2. Qualifications of Proposer
  - a. Form 2 – Company Qualification Questionnaire
3. Financial Stability of Proposer
  - a. Financial Statement or Tax Returns
  - b. Dun & Bradstreet Report
  - c. Letter from Insurance Company
  - d. Letter from Bond Surety
4. Experience of Proposer
  - a. Form 3 – Experience of Proposer Questionnaire
  - b. Form 4 – Construction Project Staff Experience
5. Construction Approach and Schedule
  - a. Form 5A – Construction Approach
  - b. Form 5B – Quality Control & Safety
6. Quality Assurance & Safety
  - a. Quality Assurance
  - b. Safety
7. Qualifications of Subcontractors
  - a. Form 6 – Subcontractor Utilization Form
  - b. Form 7 – Experience of Subcontractor Questionnaire
8. Affidavits
  - a. Forms AK, PEC, NCA, and COI
  - b. Form R (if applicable)

**Part B – Price Proposal**

1. Form PP – Price Proposal (including Subcontractor Breakdown)
2. Schedule of Values
3. Form TSA – Trench Safety Act

## **SECTION 6 – EVALUATION/SELECTION PROCESS**

### **6.1 Preparation Requirements**

#### **A. Evaluation Procedures**

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Technical Proposals and listing of all Responses received.
4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Response Technical Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Technical Proposals the scoring for the Fee Proposal will be calculated by the Evaluation Committee and Town Staff.
8. The score for each Fee Proposal in accordance with the methodology stated in Section 5.
9. Town staff will then total the score of each Proposer and advise the Committee of each Proposer's combined score.
10. The Committee forwards its recommendation of the most qualified Proposer to the Town Manager inclusive of the ranking and scoring of the Responses.
11. The Town Manager will review the Evaluation Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
12. As stated in the solicitation the Town Manager or designees may conduct negotiations with the highest ranked Proposer.
13. If the Town is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
14. The Town Council will make the final selection and award.

**B. Evaluation Criteria**

Responses will be evaluated according to the following criteria and respective weight:

- |   |                    |
|---|--------------------|
| ➤ Qualifications of the Proposer  | Maximum 25 points  |
| ➤ Experience of the Proposer  | Maximum 30 points  |
| ➤ Project Approach  | Maximum 40 points  |
| ➤ Quality Assurance & Safety  | Maximum 15 points  |
| ➤ Qualifications & Experience of the Project Team<br>And Subcontractors | Maximum 25 points  |
| ➤ Financial Stability   | Maximum 5 points   |
| ➤ Price Proposal  | Maximum 100 points |

Total Points 240

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF                                 )  
  ) SS:  
COUNTY OF                                 )

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_  
\_\_\_\_\_ a corporation  
existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the  
following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Response  
dated, \_\_\_\_\_, 20\_\_\_\_\_, to the Town of Miami Lakes and this Corporation and that their  
execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, will  
be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this  
\_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I       HEREBY       CERTIFY       that       a       meeting       of       the       Partners       of  
\_\_\_\_\_ organized and existing under the  
laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20 \_\_\_\_\_, the  
following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is  
hereby authorized to execute the Response dated, \_\_\_\_\_ 20\_\_\_\_\_, to the Town of Miami  
Lakes and this Partnership and that their execution thereof, attested by the \_\_\_\_\_  
will be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

STATE OF                                 )  
  ) SS:  
COUNTY OF                                 )

I HEREBY CERTIFY that as an individual, I \_\_\_\_\_ and as a d/b/a (doing business as) \_\_\_\_\_ (if applicable) exist under the laws of the State of Florida and is authorized to conduct business in the State of Florida.

"RESOLVED, that, as an individual or d/b/a, be and is hereby authorized to execute the Response dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Miami Lakes as an individual or d/b/a and that my execution thereof, attested by a Notary Public of the State, will be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

Commission No.: \_\_\_\_\_

I personally know the individual/do not know the individual (Please Circle)

Driver's License # or other form of identification \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**