

REQUEST FOR PROPOSALS

LED Street Light Conversion Program

RFP No. 2016-34



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 Advertised	Friday, May 27, 2016
Non-Mandatory Pre-Proposal Conference	10:00 AM EST Tuesday, June 7, 2016
Proposals Due	2:00 PM EST Thursday, June 23, 2016



May 27, 2016

LEGAL NOTICE / REQUEST FOR PROPOSALS

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RFP Name: LED Street Light Conversion Program
Non-Mandatory Pre-Proposal Conference: 10:00 AM EST, Tuesday, June 7, 2016
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The Town of Miami Lakes, Florida, ("Town") is soliciting Proposals and intends to select a qualified, licensed and experienced contractor to complete an LED Street Light Conversion Program in accordance with all applicable standards/codes and the terms, conditions and specifications contained in the Request for Proposals ("RFP").

The work consists of furnishing all labor, supervision, materials, parts, machinery, tools, means of transportation, supplies, equipment, facilities, disposal, photometric analysis, digital reports and services necessary to produce a complete and operable product by implementing the conversion of approximately 915 Town-owned High Pressure Sodium (HPS) cobra head street lights to Light Emitting Diode (LED) lights to include monitoring system. The Town is also interested in program financing options wherein the energy savings generated will fund repayment. Award to successful Proposer will be at the sole discretion of the Town. Criteria used for the selection of a contractor may include the best combination of price, qualifications, experience, availability and verifiable client references.

All Proposers or their representatives are strongly urged to attend a non-mandatory pre-proposal conference at **10:00 AM EST on Tuesday, June 7, 2016** at the Town of Miami Lakes Government Center, 6601 Main Street, Miami Lakes, FL 33014.

Sealed Proposal packages must be submitted in the form of one (1) original and four (4) copies and one (1) duplicate PDF of the entire original proposal on CD-ROM or flash drive and must be received by the time and date stated above by the Office of the Town Clerk, Town of Miami Lakes Government Center at 6601 Main Street, Miami Lakes, FL 33014 at which time and place proposals will be publicly opened and read. **Any Proposals received after the specified time and date will not be considered.** The responsibility for submitting a Proposal before the stated time and date is solely and strictly the responsibility of the Proposer.

The complete PDF solicitation document is available on the Town's website at www.miamilakes-fl.gov (under "Contractual Opportunities") and on www.DemandStar.com. The Town is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the Town of Miami Lakes Procurement Division.

All inquiries regarding this RFP must be directed to the Procurement Division at procurement@miamilakes-fl.gov. 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.

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Town of Miami Lakes – Overview

The Town of Miami Lakes was incorporated on December 5, 2000, and is one of 36 municipalities in Miami-Dade County, Florida. Conveniently located just 16 miles north of Downtown Miami and only 10 miles from Miami International Airport, our town is home to approximately 30,000 residents and 1,500 businesses. The Town encompasses about 6.8 square miles, bound by NW 170th Street and the Palmetto Expressway (SR 826) to the north, NW 138th Street to the south, NW 57th Avenue (Red Road) to the east, and Interstate 75 to the west.

The Town is approximately 94%+/- built out, with only a small portion of the land remaining vacant and undeveloped. As a result, the Town’s current and long-term planning efforts have shifted from a primarily growth-management related role to a larger focus on economic development and redevelopment. This trend is anticipated to continue over the next ten years.

As part of our mission, the Town strives to be a friendly, peaceful, safe and beautiful place where residents and business leaders take pride in where they work and play. The Town Council and staff are consistently working to maintain those standards and enhance the quality of life for residents. We look forward to continuing to provide quality services to the community that we serve to ensure Miami Lakes continues “growing beautifully”. Thank you for your interest in doing business with the Town.

SECTION I PROPOSAL TERMS AND CONDITIONS

1. Definitions

The Town will use the following definitions the terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the solicitation process. The terms may be used interchangeably by the Town: ITB or RFP; Bid or Proposal; Bidder, Proposer, Offeror or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Invitation to Bid (ITB): When the Town is requesting bids from qualified Bidders.

Request for Proposals (RFP): When the Town is requesting proposals from qualified Proposers.

Bid: A price and terms quote received in response to an ITB.

Proposal: A proposal received in response to an RFP.

Bidder: Person or firm submitting a bid.

Proposer: Person or firm submitting a proposal.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

First Ranked Proposer: That Proposer, responding to a Town RFP, whose proposal is deemed by the Town, the most advantageous to the Town after applying the evaluation criteria contained in the RFP.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the Town.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Town.

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the Town.

Change Order: A written signed and approved document by the Town Manager or designee ordering a change in the contract price or contract time or a material change in work.

2. Preparation of Bids

- a) The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b) An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid will render the Bid non-responsive.**
- c) The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d) The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f) Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

3. Examination of Bid Documents

Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) be knowledgeable of federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be

indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

4. Modification and Withdrawal of Bids

Bids will be valid and irrevocable for at least 120 days. Bidder may change or withdraw a bid at any time prior to the submittal 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. After expiration of the period for receiving bids, no bids may be withdrawn or modified. Bidders must not assign or otherwise transfer their bid response.

5. Acceptance or Rejection of Bids

No bid will be accepted from, nor will any contract be awarded to any person or firm who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Town, or who is deemed nonresponsible or unreliable to the Town, or who has been debarred by a federal, State of Florida, or Florida public entity.

The Town reserves the right to disqualify any bid before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Bidder. The Town reserves the right to waive any immaterial defect or informality in any bid; to reject any or all bids in whole or in part, or to withdraw or re-advertise the solicitation.

6. Bidder's Expenditures

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

7. Addendum

If the bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, bidder shall submit a written request to the Procurement Division at procurement@miamilakes-fl.gov. Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum. The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the deadline, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. It is the bidder's sole responsibility to check the Town's Procurement website prior to the bid submittal deadline to ensure that the bidder has a complete, up-to-date package.

8. Cone of Silence

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid. Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Manager and shall contain the requester's name, address, and telephone number. During Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Town's professional staff including, but not limited to Town Council, the Town Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Division at procurement@miamilakes-fl.gov.

9. Certification of Accuracy

Bidder, by signing and submitting its bid response, certifies and attest that all Forms, Affidavits and documents related thereto included in its bid, in support of its bid are true and accurate. Any Bidder who submits in its bid 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.

10. Clarifications

The Town reserves the right to make site visits, visit the bidder'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 bidders, after the deadline for bid submittal.

11. Subcontractor(s)

Subcontractor(s) are an individual or company who has a contract with the Bidder to assist in the performance of the work required under this Bid. Subcontractor(s) will be paid through Bidder and not paid directly by the Town. Bidder must clearly reflect in its Bid 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 Bidder(s) 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 Bidder(s) nor any of its Subcontractor(s) are considered to be employees or agents of the Town.

12. Awards

The Town reserves the right, in its sole discretion, as the best interest of the Town may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received. The Town does not represent that any award will be made.

If applicable, the bidder to whom award is recommended shall execute a written contract prior to award by the Town Council. If the bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next lowest bidder or next ranked proposer as applicable who is responsible and responsive in the opinion of the Town.

13. Local Preference

This RFP is subject to the Local Business Preference as specified in Ordinance 12-142 of the Town Code. Information on the Local Business Preference can be found at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305.

14. Business Tax Receipt Requirement

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

15. Protest Process

Any Bidder 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.

16. Non-Exclusive Contract

It is the intent of the Town to enter into a contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

17. Compliance with Federal Standards

All items to be purchased under resultant contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

18. Compliance with Federal Regulations Due to Use of Federal Funding

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

19. Contingent Fees

Bidder 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 a contract.

20. Nondiscrimination

Bidder 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 solicitation. Furthermore, Bidder 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.

21. Assignment; Non-Transferability of Response

A Response must not be assigned, transferred, purchased, or conveyed. A Bidder 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.

22. Public Entity Crimes Act

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

23. Conflict of Interest

Bidder must complete Affidavit COI certifying that its Bid Submittal is made independently of any assistance of participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award of this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

24. Collusion

Bidder certifies that its bid is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a bid for the same services, or with any Town department. Bidder certifies that its bid is fair, without control, collusion, fraud, or other illegal action. Bidder 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 bids where collusion may have occurred. Bidder must include in its bid the Non-Collusive Affidavit. Failure by the bidder to submit this affidavit will result in the bid being deemed non-responsive.

25. Drug Free Workplace

Bidder 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 Bidders will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

26. Contract Terms and Conditions

The Bidder(s) selected to provide the services requested herein (the "Successful Bidder(s)") will be required to execute a contract with the Town. The terms, conditions, and provisions in the solicitation document are included and incorporated in the final contract.

END OF SECTION

SECTION II DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. Purpose

The Town of Miami Lakes, Florida, ("Town") is soliciting Proposals and intends to select a qualified, licensed and experienced contractor to complete an LED Street Light Conversion Program in accordance with all applicable standards/codes and the terms, conditions and specifications contained in the Request for Proposals ("RFP").

The work consists of furnishing all labor, supervision, materials, parts, machinery, tools, means of transportation, supplies, equipment, facilities, disposal, photometric analysis, digital reports and services necessary to produce a complete and operable product by implementing the conversion of approximately 915 Town-owned High Pressure Sodium (HPS) cobra head street lights to Light Emitting Diode (LED) lights to include monitoring system (Reference Exhibits "A" and "B" for light listing and map). The Town is also interested in program financing options wherein the energy savings generated will fund repayment. Award to successful Proposer will be at the sole discretion of the Town. Criteria used for the selection of a contractor may include the best combination of price, qualifications, experience, availability and verifiable client references.

2. Contractor Deliverables

Contractor will complete an orderly conversion of the identified high pressure sodium (HPS) street lights to LED luminaires with color temperature of 4000k or similar and monitoring system which will allow the luminaire to be monitored and controlled remotely. The program will be completed on a block by block basis in a geographically successive order. Contractor will remove existing HPS luminaire and photocell, repair pole and arm as necessary, install new LED luminaire, and repeat the process until all of the identified HPS luminaires are replaced. Contractor is responsible for disposal of HPS luminaires and any other discarded materials.

In addition, Contractor will perform:

- Electrical inspection prior to installation of new luminaire to confirm that the current electrical connection is adequate.
- Photometric analysis of the installed replacement lights to show minimum equivalent or improved lighting levels providing safe and adequate light per specifications for LED Luminaires and meeting applicable State and County Codes.
- Provide record as-built's of installed LED luminaires, provide GIS data to include all luminaire specifications, and any applicable warranties, service, maintenance and operations manuals, and similar information.

3. Contractor Responsibilities

- 3.1 All work must be provided in a professional workmanlike manner in accordance with the National Electric Code (NEC) and Town Code. While working on behalf of the Town, all Federal, State and Local safety rules and regulations including but not limited to OSHA, National Electric Safety Code, and FDOT (for traffic control) must be complied with.
- 3.2 All work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 unless otherwise specified in writing by the Project Manager.
- 3.3 As determined by the Town, Contractor shall be responsible for contacting Sunshine State One Call at 811 prior to their excavation of underground lines to serve as the Town's representative to avoid any potential issue to the Town and damage to existing utility lines.

- 3.4 It is the responsibility of the Contractor to insure that he has the appropriate permits to perform such work as may be necessary and to maintain applicable permits throughout the work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town. There will not be any percentage reduction or waiving of Town license fees. No work is to be performed until required permits are provided to the Project Manager. All work is subject to inspection and approval of the Town's Building Official or designee.
- 3.5 Contractor shall promptly pay for all materials, supplies, and labor employed by it so that the property shall be free from materialmen's and mechanic's liens. At time of invoicing, firm shall provide Town with final lien releases from all suppliers providing materials, supplies and labor related to the work.
- 3.6 All materials and equipment furnished by the Contractor shall be new and unused in their original sealed wrapper or container prior to use on a Project. Materials may be subject to inspection prior to use. Where materials or equipment are, as determined by the Project Manager, not new, unused, or in their original wrapper, or container, the Project Manager may reject their equipment or materials and require its replacement prior to use.
- 3.7 Contractor warrants that for one (1) year from the Town's acceptance, the work will be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Contract. Firm also warrants that all material (including repair and replacement parts) will function properly for a period of one (1) year from the Town's acceptance and that such material will be new and of original manufacture. Upon Town's notice to the Firm of any defect or nonconformance, firm shall within one (1) business day of the Town's notice promptly correct or re-perform, at no cost to the Town, any such services and material. If firm fails or refuses to correct or re-perform, Town may correct or replace with similar services and materials and charge to the firm the cost incurred by the Town.
- 3.8 During the work, Contractor must maintain records of all deviations from the existing data base of street lights as approved by the Towns PW Director or Project Manager. An electronic copy of as-built drawings showing accurately all changes and deviations made during construction shall be provided to reflect the work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate. The record document shall be in GIS data base to include fields with information on all fixture specifications: Zone, Pole Label ID No., address/location of pole, street name, luminaire, latitude and longitude coordinates, pole type, pole height and maintaining agency. As-built documents must be updated monthly as the work is being conducted as a condition precedent to payment. A final as-built drawing must be provided to the Town at no additional cost, including digital PDF versions.

Copies of all applicable warranties, operations manuals, and similar information should be submitted once project is completed and accepted.

END OF SECTION

SECTION III PROPOSAL REQUIREMENTS AND SELECTION PROCESS

1. Minimum Qualification Requirements

The following minimum qualification requirements must be met in order to be eligible for award of a contract in response to this solicitation:

- 1.1 Proposals will only be considered from firms that have been continuously engaged in similar work and firm must have completed a minimum of three (3) projects within the last seven (7) years of a similar size, scope and complexity as the project specified herein verifiable through client references.
- 1.2 Proposed LED luminaires must be on the pre-approved FPL list (reference Exhibit "C").
- 1.3 Proposer must possess or obtain the services of a firm with a current valid State of Florida Electrical Contractor license and provide such documentation in proposal package.
- 1.4 Proposer must include in proposal price a minimum five (5) year warranty on LED luminaires from the date of Town's final project acceptance. Proposal package must include a certification or affidavit confirming the availability a full-coverage five (5) year warranty on each LED luminaire model proposed.
- 1.5 Proposer must provide a letter from the surety confirming their ability to obtain a Performance & Payment Bond in the amount of the Total Price Proposal.

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.

2. Submittal Requirements

Sealed written Proposal submittal package 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 the RFP Legal Notice (Page 2), in order to be considered responsive. Faxed or emailed documents are **not** acceptable. **Responses received at any other location than the aforementioned or after the Proposal submission date and time will be deemed non-responsive and will not be considered.**

Proposals must be submitted in the form of one (1) original and four (4) copies of the original and one (1) duplicate PDF of the entire original proposal on CD-ROM or flash drive. Proposals 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: **"RFP No. 2016-34, LED STREET LIGHT CONVERSION PROGRAM"**. The Procurement Division requests that proposers do not use spiral-binding or clear sheet protectors in their submittal package.

3. Non-Mandatory Pre-Proposal Conference

All Proposers or their representatives are strongly urged to attend a non-mandatory pre-proposal conference at **10:00 AM EST Tuesday, June 7, 2016** at the Town of Miami Lakes Government Center, 6601 Main Street, Miami Lakes, FL 33014. This information session presents an opportunity for the Proposers to clarify any concerns regarding the RFP requirements. All Proposers shall be held responsible at this time to fully investigate the scope of services to be undertaken based on the scope detailed herein.

4. Proposal Format

The proposal shall contain five (5) sections titled and tabbed in accordance with the following:

Part 1: Qualifications, Experience and Project History

- a) In an introductory letter not to exceed two (2) pages, clearly describe proposer's ability to successfully perform the scope of services enumerated herein to identify how the firm meets each minimum qualification requirement stated in Article 1 above and affirm proposer's understanding of key program components and applicable laws or regulations. This letter shall be signed by the individual authorized to bind the Contractor to the proposal and include firm name, contact names, mailing address, telephone number and email address.
- b) Proposer must have completed a minimum of three (3) projects of a similar size, scope and complexity in the last seven (7) years. Complete and include a separate Project Data Form for **each** qualifying project.
- c) Provide resume for the Project Manager assigned to this project including project history, applicable licenses, certifications and trainings. Insert the completed Project Manager Experience Questionnaire Form.
- d) Provide a chart showing firm's staffing configuration with respect to this project. In addition, identify and provide resumes for all key project team members to include information about licenses, certifications & trainings required to perform the job specified herein.

Part 2: Program Approach and Work Plan

- a) Proposer shall convert the proposed scope of services into a detailed programmatic approach addressing all work elements, including project supervision, a project schedule, accounting methods and information regarding subcontractors providing materials/services in order to complete the work. Project schedule should include details of assumptions regarding product lead time, necessary permitting and other potential factors that may impact the timeline.
- b) Identify any special problems or concerns that may be associated with the work and preliminary ideas about how these items should be addressed, to include but not be limited to traffic control, resident grievances, verification of supply voltage and recycling services (luminaires, lamps, photo controls and miscellaneous materials).
- c) Provide information regarding proposed product quality, value-added special services, knowledge, expertise, or other benefits or advantages that will be afforded the Town in selecting your firm for this project.

Part 3: Resources, Availability and Warranty

- a) Provide a chart showing firm's staffing configuration and safety protocols.
- b) Provide information about the firm's quality control standards and objectives, offering specific examples from past projects.
- c) Provide information about the product/material proposed, equipment and resources to be utilized in performance of the program.
- d) Provide at response time two (2) samples of proposed luminaires: One (1) assembled and one (1) broken down by component. Packages containing such samples shall be labeled in accordance with Article 2 of this section. The Town reserves the right to request performance demonstrations and/or field tests of the proposed luminaires at no additional cost to the Town.
- e) Warranty information:
 - i. Identify extended warranty and surety bond coverage options for the luminaires beyond the minimum requirement stipulated in Article 1 of this section.
 - ii. Identify the warranty coverage for labor and installation included in proposer's price. Identify extended coverage options beyond the included coverage.

Part 4: Client References

Proposers shall complete the Proposer's Reference Form herein to provide three (3) references of clients which have utilized proposer's services within the last three (3) years.

Part 5: Price Proposal

- a) **Price:** Proposal amount must be provided in correlation with the Price Worksheet (Excel Spreadsheet Exhibit "A"). Proposer must include in proposal package the completed worksheet and enter the sums which correlate to the Price Proposal Form herein. Price submitted 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).
- b) **Schedule of Values Submittal:** Proposer must provide a proposed Schedule of Values for the Project. The Schedule of Values will be broken down only to trade categories. The proposed Schedule of Values should include major/critical subtask but should not include all of the subtasks. At a minimum the information must include the trade category, and the estimated cost of the Work. Where a discrepancy exists between the trade category's estimated cost of work and the percentage shown in the subcontract list the trade category estimated percentage of the total work will prevail.

Part 6: Program Financing Options

If a financing option is proposed, provide name of institution financing project, the term, the payment amount and the interest rate charged.

5. Schedule of Events

The Town will use the following tentative schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

RFP Available	05/27/16
Non-Mandatory Pre-Proposal Conference (10:00 AM EST)	06/07/16
Deadline for Receipt of Questions	06/09/16
Addendum Release (if required)	06/16/16
Proposals Due (2:00 PM EST)	06/23/16
Evaluation Committee Review/ Town Manager's Recommendation	07/08/16
Council Award of Contract	07/26/16

6. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

7. Performance

It is the intention of the Town to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer(s) must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these products from other sources, when necessary, should

Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or Town residents.

8. Program Financing Option

The Town reserves the right to engage in a program financing arrangement with the successful Proposer. The financed amount should be the proposed program cost. The financing shall be structured to meet the Town's financial objective, i.e., annual debt service payments and maintenance of newly installed LED fixtures do not exceed projected energy cost savings in any given year after project completion. Initial energy costs should be based on the FPL's tariff and related energy costs.

9. Performance and Payment Bond

Contractor must within fifteen (15) calendar days of being notified of award, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms.

Each Bond must be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Town the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s). Each Bond must be with a Surety, which is qualified pursuant to Article 10 of this section, Qualification of Surety.

Each Bond must continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond must be conditioned that Contractor will, upon notification by Town, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project. The Town must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor must ensure that the bond(s) referenced above must be recorded in the public records and provide Town with evidence of such recording.

Alternate Form of Security:

In lieu of a Performance/Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or an unconditional letter of credit. Such alternate forms of security will be subject to the prior approval of Town and for same purpose and will be subject to the same conditions as those applicable above and will be held by Town for one (1) year after completion and acceptance of the Work.

Proposer's response must include a letter confirming their firm's ability to obtain a Performance & Payment Bond in the amount of the Total Price Proposal.

10. Qualifications of Surety

Each Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Surety must hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety must not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111).

Further, the Surety must provide Town with evidence satisfactory to Town, that such excess risk has been protected in an acceptable manner.

The Town will accept a surety bond from a company with a rating of “B+” or better and a Financial Size Category of “Class II”. A surety company not meeting such standards that is rejected by the Town may be substituted by the Contractor with a surety company acceptable to the Town, only if the proposal amount does not increase.

11. Surety Bond

Successful proposer will be required to issue and maintain a surety bond and/or extended labor warranty equal to the value of the product installed for ten (10) years after Town’s final project acceptance to cover any deficiency with fixtures installed.

12. Evaluation Procedures

The procedure for Proposal evaluation and selection is as follows:

- a. Request for Proposals issued.
- b. Receipt of Responses.
- c. Opening and listing of all Responses received.
- d. Preliminary review of the Responses by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
- e. Review by Town Staff to confirm that the Proposer’s Team is qualified to render the required services according to State regulations.
- f. The Evaluation Committee (“Committee”), appointed by the Town Manager, will meet to evaluate and rank each responsive 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.
- g. The Committee forwards its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking of the Responses.
- h. 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.
- i. As stated in the solicitation, the Town Manager may conduct negotiations with the highest ranked Proposer.
- j. If the Town Manager 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.
- k. The Town Council will make the final selection and award.

13. Evaluation Method and Criteria

The selection of a Proposer will be based on the Proposal most advantageous to the Town based the following evaluation criteria on a 100-point scale:

- Qualifications, Experience and Project History = 20 Points
- Program Approach and Work Plan = 15 Points
- Resources, Availability and Warranty = 20 Points
- Client References = 5 Points

- Price = 40 Points
 - The responsive Proposal with the lowest Total Price Proposal will be given the full weights as identified below. Every other Proposal will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price 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.

$$\begin{array}{rclclcl}
 \frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} & & \text{Total Points} & & & \\
 & & \text{for Price} & = & \text{Price Score} & \\
 \text{Example: } & \frac{\$200,000}{\$300,000} & \times & 40 & = & 26.67 \text{ points}
 \end{array}$$

The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Evaluation Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, Town reserves the right, where it may serve the Town's best interest to request additional information or clarification from Proposers.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the Town to award the proposal to the lowest priced Proposer, and the Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town in achieving the service, and to waive any irregularity or technicality in the proposals received. The Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

14. Oral Presentations

Short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to an award recommendation. The Firm's Project Manager shall be the sole presenter. The Evaluation Committee may elect to re-rank the finalist's proposals. Should the Town require such oral presentation; the Proposer will be notified five (5) days in advance of appearing before the Evaluation Committee.

15. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the Town, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the Town and said Proposer cannot negotiate a Successful Contract, the Town may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the Town has been executed or all proposals are rejected. No Proposer shall have any rights against the Town arising from such negotiations or termination thereof.

END OF SECTION

STATEMENT OF NO-RESPONSE

If your company will not be submitting a response to this Bid/RFP, please complete this Statement of "No" Response Sheet and return, prior to the Bid/RFP Due Date established within, to:

The Town of Miami Lakes
 Procurement Division
 6601 Main Street
 Miami Lakes, FL 33014
 Email: procurement@miamilakes-fl.gov

This information will help The Town of Miami Lakes in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

Signature: _____ Date: _____

**SECTION IV
REQUIRED FORMS**

PRICE PROPOSAL FORM*

RFP 2016-34 LED STREET LIGHT CONVERSION PROGRAM	
Fixtures – TOTAL (Price Worksheet Line K18)	\$ _____
Installation – TOTAL (Price Worksheet Line L18)	\$ _____
Fixture and Installation – TOTAL PROPOSAL PRICE (Price Worksheet Line M18)	\$ _____
Fixture and Installation – TOTAL PROPOSAL PRICE Written in Words: _____	
Cost for complete pole replacement if needed to include all mobilization, equipment, installation, materials, labor, tools, machinery, transportation, supervision: \$ _____ per pole	
PROPOSAL OPTION**	
Financing APR	%
Term Length	months
Monthly payment	\$ _____
Name of Financing Institution: _____	
Institution Contact Name: _____ Phone Number: _____	

* Price Spreadsheet (Excel format) must be included in Proposer's submittal package as a hard copy and in electronic format on the CD-ROM or flash drive.

** Proposed financing arrangement shall include a clause allowing the Town to prepay all or part of the balance owed under the note at any time without penalty.

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Firm's Name: _____ F.E.I.N. No.: _____

Town/State/Zip: _____

Signature of Authorized Signatory: _____

Printed Name/Title: _____ Email Address: _____

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____ Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____ Print: _____

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____ Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did/did not) take an oath.

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

RFP 2016-34
ADDENDUM ACKNOWLEDGEMENT FORM

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this RFP

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

PROPOSER PROFILE FORM

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

Proposer's Business Name _____

Contact Person _____ Title _____

Email Address _____ Phone Number _____

A. Business Information

1. How many years has your company been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and number)* Issuance Date

b. Date company licensed by the State of Florida or Miami-Dade County: _____

c. State and Date of Incorporation: _____

c. What is your primary business? _____

(This answer should be specific)

2. Name and Licenses of any prior companies:

Name of Company	License No.	Issuance Date

3. Type of Company (circle one):

Corporation "S" Corporation LLC Sole Proprietorship

Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract).

4. Company Ownership

a. Identify all owners of the company

Name	Title	% of ownership

b. Is any owner identified above an owner in another company? ☐ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other:

5. Employee Information

Total No. of Employees: _____ Number of Managerial/Admin. Employees: _____

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

7. Insurance Information (**Attach Firm's current Certificate of Liability Insurance**)

a. Insurance Carrier name & address: _____

b. Insurance Contact Name, telephone, & e-mail: _____

c. Insurance Experience Modification Rating (EMR): _____
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: _____

8. Bank References:

Bank	Address/City/State/Zip	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Attach a financial statement including proposer's latest balance sheet and income statement showing the following items:

- Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- Net Fixed Assets
- Other Assets
- Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

State the name of the firm preparing the financial statement and date thereof:

Is this financial statement for the identical organization named on page one?

___Yes ___No

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidary).

10. Have any claims lawsuits been filed against your company in the past 5 years? If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement. _____
-

11. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity? If yes, provide details: _____
-

12. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☐ No (If yes, provide an attachment that provides an explanation of the project and an explanation.

13. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation. ☐ Yes ☐ No

14. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.

15. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the work.

16. Subcontractors:

Name	Trade/Work to be performed	% of Work	License No.
------	----------------------------	-----------	-------------

PROJECT DATA FORM

(A separate data form is to be used for each qualifying project)

1. Project Name: _____
2. Project Location: _____
3. Project Title: _____
4. Project Number, if applicable: _____
5. Type of Construction: _____
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
6. Size: (i.e.: Quantity of luminaires installed, etc.): _____
7. Scope of Work: _____

8. How many bid submissions did the owner receive for the project? _____
9. Business name that constructed & managed this project: _____
10. How is this project similar to the Town's project? _____

11. Cost of the project at time of bid: \$ _____
12. Cost of work at completion: \$ _____
13. LEED Certification
 - a. Was this a LEED Certified Project: Yes _____ No _____
 - b. Minimum LEED Certification required: _____
 - c. LEED Certification obtained: _____
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
 - a. Errors or omissions: _____ % \$ _____
 - b. Unforeseen/Hidden conditions: _____ % \$ _____
 - c. Owner generated changes: _____ % \$ _____
 - d. Regulatory agency changes: _____ % \$ _____
 - e. Contractor recommended changes: _____ % \$ _____
 - f. Other: _____ % \$ _____

Explain other: _____

15. How many RFIs did your company submit with respect to the plans and specifications for the project? _____
16. What was the primary reasons for the RFIs: _____

17. What year did the project start construction? _____
18. What year did the project complete construction? _____
19. Project Timeframe for completion (number of calendar days):
- a. _____ Contract timeframe at time of bid/proposal date for Substantial Completion
 - b. _____ Contract timeframe at time of bid/proposal date for Final Completion (if different from Substantial Completion)
 - c. _____ Formally adjusted contract timeframe based on change orders (if none state N/A)
 - d. _____ Timeframe not covered under approved change orders (if none state N/A)
 - e. _____ Actual time between issuance of Notice to Proceed and date of Substantial Completion
 - f. _____ Actual time between date of Substantial Completion and Final Completion
 - g. _____ Total number of days between original contract timeframe and Substantial Completion
 - h. _____ Total number of days between original contract timeframe and Final Completion (if different from Substantial Completion)
20. If completion did not occur within the contract time established at bid/proposal date or within the formally adjusted contract time (as identified in item 17c above, explain the reason(s) for the delay:

21. Total number of tasks on the punch list? _____
22. If punch list items were not completed/performed explain the reason(s):

23. Were liquidated damages or actual damages for delay assessed on this project?
Yes _____ No _____ If yes, state the amount: \$ _____
24. Name of the Project Manager: _____
25. Name of the Construction Superintendent: _____
26. Total amount of the work self-performed: _____% \$ _____
- a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

_____ % \$ _____

_____ % \$ _____
 _____ % \$ _____
 _____ % \$ _____

27. Were subcontractors used on the project? _____ yes _____ no

a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

_____ % \$ _____
 _____ % \$ _____
 _____ % \$ _____

28. Were any Claims* or Dispute filed on the project _____ yes _____ no

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

29. If a Claim(s) was filed on the project, provide the following details for each Claim*:

a. Dollar amount for Initial

Claim: _____

b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.)

c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation: _____

d. Final amount of Claim settlement:

30. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary:

31. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

_____ yes _____ no

If yes, explain what work was not performed/ completed and reasons why:

32. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

_____ yes _____ no

33. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

34. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

Project Owner's Name: _____

Is the Project Owner a public entity? _____ yes _____ no

Contact Name for Project Owner: _____

Contact Name's Title: _____

Project Owner's Address: _____

Project Owner's City, State, and Zip Code: _____

Contact Name's Telephone Number: _____

Contact Name's Email Address: _____

Architect/Engineer of Record: _____

Architect/Engineer of Record Contact Name: _____

Architect/Engineer of Record Contact Name's Telephone No.: _____

Architect/Engineer of Record Contact Name Email Address: _____

PROJECT MANAGER EXPERIENCE QUESTIONNAIRE

A. Project Manager

1. Name of Project Manager to be committed to this Project and continuously retained throughout this

Project: _____

- a. Attach Project Manager's resume.
- b. Employed by the Company: _____ years
- c. Present position/job function: _____
- d. Years in present position/job function: _____ years
- e. Prior position with company (if applicable)

- f. Years in prior position/job function: _____ years
- g. The Project Manager named above was assigned to the following comparable projects:

	<u>Project Name</u>	<u>Construction Cost</u>
i.	_____	_____
ii.	_____	_____
iii.	_____	_____

- h. The Project Manager named above worked on the following projects for which Project Data Forms are submitted: (Note: If the designated Project Manager did not work in this capacity on at least two (2) comparable projects for which Project Data Forms were submitted, provide a Project Data Form for two (2) of the projects listed A.1.g above.

i.	_____
ii.	_____
iii.	_____

B. Construction Superintendent

1. Name of Construction Superintendent to be committed to this Project and continuously retained throughout this

Project: _____

- a. Attach Construction Superintendent's resume.
- b. Employed by the Company: _____ years
- c. Present position/job function: _____
- d. Years in present position/job function: _____ years
- e. Prior position with company (if applicable)

- f. Years in prior position/job function: _____ years
- g. The Construction Superintendent named above was assigned to the following comparable projects:

	<u>Project Name</u>	<u>Construction Cost</u>
i.	_____	_____
ii.	_____	_____
iii.	_____	_____

- h. The Construction Superintendent named above worked on the following projects for which Project Data Forms are submitted: (Note: If the designated Construction Superintendent did not work in this capacity on at least two (2) comparable projects for which Project Data Forms were submitted, provide a Project Data Form for two (2) of the projects listed A.1.g above.

- i. _____
- ii. _____
- iii. _____

PROPOSER'S REFERENCE FORM

Proposers shall provide three (3) references of clients which have utilized proposer's services within the last three (3) years.

- 1)** Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Project Start/End Dates: _____
Contract Amount: \$ _____

- 2)** Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Project Start/End Dates: _____
Contract Amount: \$ _____

- 3)** Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Project Start/End Dates: _____
Contract Amount: \$ _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public – State of _____

_____ My commission expires _____

(type of identification)

(Printed, typed or stamped commissioned
name notary public)

CONFLICT OF INTEREST AFFIDAVIT

State of _____ }
 } SS:

County of _____ }

_____ being first duly sworn, deposes and says that he/she is the
(Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that
has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness

(Printed Name)

(Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 20__.

My Commission Expires:

Notary Public State of Florida at Large

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BUSINESS NAME

FIRM'S SIGNATURE