

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

Contract  
 Re-Bid   
  Other – Access of Other Entity Contract   
 LIVING WAGE APPLIES:  YES     NO

Requisition No./Project No.: RQMT000006   
 TERM OF CONTRACT 5 YEAR(S) WITH 9 YEAR(S) OTR

Requisition /Project Title: Modernization, Maintenance, and Repair Services for Conveyance Equipment

Description: The County will be seeking proposals for the full maintenance, modernization and repairs of conveyance equipment located at Miami-Dade County Metrorail Stations

Issuing Department: ISD   
 Contact Person: Saba Musleh   
 Phone: 786-631-8095

Estimate Cost: \$17,434,494

Funding Source:   
 GENERAL    
 FEDERAL    
 OTHER PTP

### ANALYSIS

<b>Commodity Codes:</b>	<span style="border: 1px solid black; padding: 2px;">29570</span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Small Business Enterprise:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Contract Value:</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	
<b>Comments:</b>	<span style="border: 1px solid black; padding: 2px;"></span>			

Continued on another page (s):     YES     NO

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>

Basis of Recommendation:

<b>Signed:</b> <span style="border: 1px solid black; padding: 2px;"></span>	Date sent to SBD: <span style="border: 1px solid black; padding: 2px;"></span>
	Date returned to SPD: <span style="border: 1px solid black; padding: 2px;"></span>

*This document is a draft of a planned solicitation and is subject to change without notice.*



**REQUEST FOR PROPOSALS (RFP) No. 00000**  
**FOR**  
**MODERNIZATION, MAINTENANCE, AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

\_\_\_\_\_, 2020 at \_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, \_\_\_ Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Strategic Procurement Division  
for  
Department of Transportation and Public Works (DTPW)

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

Saba Musleh, Procurement Contracting Officer II  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-5375-  
E-mail: saba.musleh@miamidadecounty.gov

**PROPOSALS DUE:**

**INSERT DATE AND TIME**

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

**Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document.** It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidadecounty.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

**1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS****1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Internal Services Department (ISD), is soliciting proposals for the Modernization, full maintenance, and repair of Conveyance Equipment, which includes elevators and escalators, located at Miami-Dade County Metrorail Stations.

The County anticipates awarding a contract for a 5-year period, with three (3), 3-year options to renew, at the County's sole discretion.

**The anticipated schedule for this Solicitation is as follows:**

Solicitation Issued:

Pre-Proposal Conference:

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 375-3566 or via email at: [Skarlex.Alorda@miamidade.gov](mailto:Skarlex.Alorda@miamidade.gov) or [Heidi.Johnson-Wright@miamidade.gov](mailto:Heidi.Johnson-Wright@miamidade.gov). TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Site Visits:

See Section 2.4

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

**1.2 Definitions**

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "Certified Elevator Technician", "Certified Elevator Inspector", or Technician to mean a natural person authorized by the State of Florida, Department of Business & Professional Regulation to construct, install, maintain, or repair Conveyance Equipment.
2. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
3. The words "Conveyance Equipment" to mean any of the following: elevators, and escalators.
4. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
5. The words "Dormant Equipment" to mean Conveyance Equipment that is not being used on a regular basis.
6. The words "Force Majeure" mean the occurrence of any of the following events that directly causes the obligor (i.e., the Party claiming Force Majeure) to be unable to comply with, or results in a delay in its performing, and without the fault of the Party claiming an inability to comply or delay in performing, all or a material part of its obligations under this Agreement: (a) act of the public enemy, quarantine restriction, wars, insurrection, hostilities, certified acts of terrorism as defined by the Terrorism Risk Insurance Act or any substantially similar law then in effect, riots, or revolutions or civil commotions; (b) strikes, lock-outs, or labor controversies (but only to the extent such actions do not result from an act or omission of the obligor); (c) freight embargoes, wide-spread and significant shortages of fuel, power, labor, materials or parts for which there is no other alternative; (d) national or local emergencies; (e) epidemic, fire, wind, hurricanes, earthquake, unusually severe weather, or flood; (f) any act of God; or (g) any court orders, injunctions, temporary restraining orders, or other legal decisions directly and materially affecting, limiting, restricting or prohibiting the development of the Premises or any portion.
7. The word "Modernization" to mean the alteration, replacement or upgrading of the controller and other critical parts in order to integrate new technology and improve performance.
8. The words "Notice to Proceed" to mean a written authorization issued by the County authorizing the Contractor to commence Work under the agreement resulting from this RFP.
9. The words "Preventative Maintenance" to mean scheduled, routine services as described by Appendix B, "Technical Specifications" of the draft form of agreement and The Contractor's developed Maintenance Control Program.

10. The word "Proposal" to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
11. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Proposal Submittal Form, submitting a proposal to this Solicitation.
12. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
13. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
14. The words "Standby Services", to mean the presence of a Technician(s) on a County-defined location(s) to be available for possible Conveyance Equipment shutdowns and emergency situations.
15. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
16. The word "Unit" to mean one (1) of Conveyance Equipment.
17. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

### 1.3 **General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

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

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

### 1.4 **Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

### 1.5 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;

- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer, (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

#### **1.6 Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication, regarding this solicitation, written or otherwise, with Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

#### **1.7 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **1.8 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.9 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**1.10 Contract Measures**

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code of Miami-Dade County as follows:

**Set-aside:**

This Solicitation is set-aside for SBE's.

**Subcontractor Goal:**

\_\_\_\_% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to Solicitation advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit an executed Certificate of Assurance Affidavit at the time of proposal acknowledging the project SBE Measure. After proposals are opened, and prior to a recommendation for award, the Small Business Development Division (SBD) will send a notice to the Proposers directing them to complete the Utilization Plan via the County's web-based, Business Management Workforce System (BMWS), identifying the certified subcontractors to be utilized to meet the subcontractor goal. The Utilization Plan shall specify the scope of work and commodity code the SBE will perform. The Certificate of Assurance Affidavit and the completed Utilization Plan, submitted via BMWS listing the subcontractors, shall constitute an agreement by the Proposer that the specified work and the percentage of work will be performed by the SBE subcontractor.

The participating SBE firm(s) or joint venture(s) must have a valid Miami-Dade County SBE certification by the Proposal due date and time, as well as meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the Program, is available on the Small Business Development Division's website <http://www.miamidade.gov/smallbusiness/>

(If Selection Factor, use Section 4.4 and delete above Section 1.11)

**2.0 SCOPE OF SERVICES****2.1 Minimum Qualifications Requirements**

Proposers must hold the following minimum qualifications:

1. Certificate of Competency as a Certified Elevator Technician or a Certified Elevator Inspector, issued by the State of Florida's Department of Business and Professional Regulation is required for technicians or mechanics that will provide services to the County's Conveyance Equipment under this RFP.

2. Be a current Registered Elevator Company issued by the State of Florida Bureau of Elevator Safety, in accordance with the Code of Miami-Dade County, Section 10.3 (B).

Failure to meet the Minimum Qualification Requirements will result in a Proposer being deemed non-responsive and removed from consideration for contract award.

## 2.2 Preferred Qualifications

The County will review the following additional qualifications to determine the Proposer's ability to provide the services requested under this RFP:

1. Experience with providing modernization and maintenance services for equipment with similar Control systems with the equipment under this RFP.
2. Access to a motor repair shop capable of rewinding field coils, brake coils and armatures for use in conveyance equipment similar to equipment in this RFP OR proposer must subcontract for this service.
3. Access to replacement parts as evident by a local stock, a parts lending program, an account with a local parts provider, or other means for providing parts expeditiously.
4. Have and maintain an office within the geographic boundaries of Miami-Dade, Broward, Monroe, or Palm Beach Counties.

## 2.3 Existing Conditions Assessment

In order to complete an existing conditions assessment, Proposers are required to survey all the equipment that is part of the group(s) that proposers wish to propose on, and become familiar with the current Conveyance Equipment conditions. This requirement will be strictly enforced. In order to ensure compliance with this section, proposers shall sign the sign-in sheet for every unit that is part of the group(s) that proposers wish to propose on. Below are the scheduled dates and times for Site Visits:

- (Insert Information for Facility #1 Time Visit)
- (Insert Information for Facility #2 Time Visit)
- (Insert Information for Facility #3 Time Visit)
- (Insert Information for Facility #4 Time Visit)

## 2.4 Identified Modernization

The County has identified the Conveyance Equipment under this contract as equipment that is in need of Modernization. Proposers are to provide Modernization to the subject equipment in accordance with the specifications (attached as Appendix C, D, E, F, G, H, I, J, K, L, M, & N of the draft agreement). Modernizations under this contract shall include materials, labor, and services necessary for the complete modernization, including dismantling and removal of parts of existing designated equipment. Scope of work includes manufacturing, furnishing, installing, testing, placing in service, furnishing warranty during the first year of operation and providing maintenance for One (1) year free of extra charges as well as any other miscellaneous service necessary for the replacement of the existing Conveyance Equipment. Please note that the One (1) year maintenance that is free of extra charges provided after the Modernization of the Equipment will include all the terms, conditions, and services provided under the resulting contract. For avoidance of doubt, the County will not pay for Covered Repairs, Service Calls, and Preventative Maintenance costs for the first year following the completion of modernization.

## 2.5 Covered Services

### 2.5.1 Covered Repairs

Covered Repairs are the repairs of Conveyance Equipment that are not explicitly excluded by section 2.9, "Additional Services".

### 2.5.2 Service Calls

Services Calls are notifications placed by the County to request the dispatch of a mechanic or a technician to respond to an urgent need. The Contractor shall respond to Service Calls twenty-four (24) hours per day, seven (7) days a week.

The Proposer(s) shall quote the Covered Services fees as defined by this section, using Attachment 2 "Monthly Fee Schedule", for each unit in the group that the Proposer(s) wish(es) to be considered for. Services described under this section are to be quoted by a fixed monthly fee per unit. The Covered Services monthly fee shall be inclusive of all material, labor, travel expenses and equipment that is required to provide the services. The County shall pay for Covered Services via a fixed monthly fee. For clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the cost, amount of repairs, or number of service calls for that period. Covered Services shall begin upon the effective date of any contract awarded as a result of this RFP.

Commented [MS(1)]: True in the modernization case?

## 2.6 Monthly Preventative Maintenance

### 2.6.1 Maintenance Control Program:

Following award of any Contract resulting from this Solicitation, a written Maintenance Control Program (MCP) shall be submitted by the Contractor, within one (1) month of the receipt of the Notice to Proceed, as a guideline to maintain equipment in compliance with Section 8.6 of the American Society of Mechanical Engineers (ASME) A17.1 - 2016 Safety Code for Elevator and Escalators (the Code) for each Unit included in the applicable Contract. The MCP shall define the specific Preventative Maintenance tasks to be performed by the Contractor on each Unit. The County will review the Contractor's MCP submittal and will provide a written response within 45 calendar days.

**Commented [MS(2):** Following award or following conclusion of modernization.

### 2.6.2 Preventative Maintenance:

The Proposer must submit, using Attachment 2, a price for the monthly Preventative Maintenance, included in the applicable MCP(s) for every Unit in the group(s) that the Proposer wishes to be considered for. The prices quoted on Attachment 2 must be inclusive of all labor, material, and equipment that is necessary to maintain the Conveyance Equipment in accordance with Section 2.7.1, "Maintenance Control Program".

### 2.6.3 Dormant Equipment - Reduced Service

In the event that any Conveyance Equipment becomes dormant, the County may request at its sole discretion, that the Contractor provides an alternative MCP reflecting a reduced schedule of Preventative Maintenance and/or Covered Services on a Unit by Unit basis. The County shall determine the reduced services at the time of the request. Commensurate with the reduction in services, a reduced fee schedule shall also be submitted by the Contractor for County review and approval.

## 2.7 Standby Services

The County may request, at its sole discretion, and the Contractor shall provide Standby Services at a County-defined location(s). Proposers shall provide their hourly Standby Services rates on Attachment 2, "Monthly Fee Schedule". Standby Services may be requested during weekends, holidays, and/or during after-hours (during times other than 8:00 AM – 5:00 PM).

## 2.8 Future Modernization

The County reserves the right to authorize the Contractor to perform modernization on any Unit that receives service under any Contract awarded as a result of this Solicitation; or, the County may, in its sole discretion, competitively advertise the modernization and remove the Unit from the applicable Contract.

## 2.9 Additional Services

The Contractor is entitled to the payment of its labor and material for all work not associated with Section 2.4, "Identified Modernization", Section 2.5 "Covered Services", or Section 2.6 "Monthly Preventative Maintenance". **All rates defined by this paragraph shall be fully loaded, including labor, equipment, overhead and profit, travel time, and any other cost to the Contractor.**

In the event that Additional Services are required, the Contractor shall prepare a price proposal for the County's review and approval, prior to the commencement of Additional Services. Price proposals should include the following:

- a. Labor Rates for Additional Services: The Contractor shall use the hourly labor rates for Additional Services included on Attachment 2.
- b. Material Rates for Additional Services: The Contractor shall use the actual parts and material costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).

## 3.0 RESPONSE REQUIREMENTS

### 3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. In order to be considered for award, Proposers shall submit price proposals for ALL items listed in Attachment 1 and Attachment 2. All documents and information must be fully completed and signed as required and submitted in the manner described.

### 3.2 Pricing Submittal



Proposer must submit pricing using the following attachments:

3.2.1 Attachment 1 – Equipment Modernization

Proposers are to provide a description of all the Modernization work, alongside a price proposal, that is needed to ensure all Conveyance Equipment is compliant with the requirements of this contract, and in accordance with industry standards and all applicable codes. Prices quoted shall be fully loaded, including labor, equipment, overhead and profit, travel time, and any other cost to the Proposer. In order to be considered for award Proposers must submit a price proposal for all items.

Commented [MS(3)]: Vendors still need to propose the work ?

3.2.2 Attachment 2 – Monthly Fee Schedule

1. Covered Services:
  - a. Covered Repairs: Proposers shall submit a fixed monthly fee to be charged on a monthly basis, per Unit, for all Covered Repairs, regardless of the cost or amount of repairs for any specific period.
  - b. Service Calls: Proposers shall submit a fixed monthly fee to be charged on a monthly basis, per Unit, for all Service Calls, regardless of the volume of service calls for any specific period.
2. Preventative Maintenance: Proposers shall submit a fee for the performance of the monthly Preventative Maintenance tasks.
3. Additional Services:
  - a. Labor Rates: Proposers shall submit hourly rates to be used for Additional Services.
  - b. Material Rates: Will be calculated as the actual material costs plus a mark-up that shall not exceed Twenty Percent (20%). The County reserves the right to audit and validate the Contractor's invoices.

**4.0 EVALUATION PROCESS**

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals, on a group by group basis, on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per Competitive Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. <u>Proposer's Relevant Experience, Qualifications, and Past Performance</u> Proposer's relevant experience, qualifications, and past performance with modernizing, repairing, and maintaining conveyance equipment.	350
2. <u>Proposer's Approach to Providing the Services</u> Service Plan to execute the County's Scope of Work, which includes the identification of vendor accessible facilities, parts, and engineering services.	250
<u>Price Criteria</u>	<u>Points</u>
3. <u>Modernization Work</u> Complete Attachment 1, Modernization Work	300

Commented [MS(4)]: Modernization is qualitative, PM is formulaic.

4. Monthly Fee Schedule  
Complete Attachment 2, Monthly Fee Schedule Form

100

#### 4.3 Oral Presentations

Upon evaluation of the criteria indicated above (Technical and Price), rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – “Lobbyist Registration for Oral Presentation” regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### 4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development Division for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development Division at (305) 375-2378 or <http://www.miamidade.gov/smallbusiness/>

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

**OR**

A Selection Factor is not applicable to this Solicitation.

**OR**

*(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):*

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

#### 4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. “Local Certified Veteran Business Enterprise” or “VBE” is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

#### 4.6 Price Evaluation

The price criteria of the proposer's proposal is divided into two components and will be evaluated as follows:

##### 4.6.1 Modernization Work (Attachment 1)

The Modernization proposals will be evaluated based on a best value approach. The County will consider the type of work proposed, the accuracy of the proposer's assessment of the Conveyance Equipment, and the proposed cost. Please note that under a best value evaluation approach, the proposer with the lowest proposal is NOT guaranteed the highest number of points.

**Commented [MS(5):** Best value. In other words, can we have differing work proposed based on our specifications ? or is this standard across all proposers.

#### 4.6.2 Monthly Fee Schedule (Attachment 2)

The Monthly Fee Schedule will be evaluated based on a lowest bid approach. The County will assign points based on the following:

a) For each Group, the responsive proposal with the lowest monthly fee schedule proposed on Attachment 2 (total for all units per group) will receive one hundred (100) points per each voting Evaluation/Selection Committee member. Every other responsive proposal will be given points proportionately in relation to the lowest monthly fee schedule proposed on Attachment 2 (total for all units per group). The following example is provided for clarity, if Proposer A proposes a \$100, Proposer B proposes \$200, and Proposer C proposes \$250; the monthly fee schedule points allocation will be calculated as follows:

- Proposer A:  $\$100/\$100 = 1 \times 100$  points = 100 points X Number of Competitive Selection Committee members
- Proposer B:  $\$100/\$200 = .5 \times 100$  points = 50 points X Number of Competitive Selection Committee members
- Proposer C:  $\$100/\$250 = .4 \times 100$  points = 40 points X Number of Competitive Selection Committee members

#### 4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Code of Miami-Dade County, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### 4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code of Miami-Dade County. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

#### 4.9 Contract Award

Any proposed contract(s), resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to

the Proposer(s) whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer(s) shall be final.

**4.10 Rights of Protest**

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

**5.0 TERMS AND CONDITIONS**

The County's anticipated form of agreement is attached. Proposers should review the Draft Form of Agreement in its **ENTIRETY**.

**6.0 ATTACHMENTS**

Draft Form of Agreement

Proposal Submission Package, including:

Proposer Information Section

Web Forms – Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit

Form 1 – Price Proposal Schedule