

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

**New**   
  **OTR**   
  **Sole Source**   
  **Bid Waiver**   
  **Emergency**   
 Previous Contract/Project No. N/A  
 **Contract**  
 **Re-Bid**   
  **Other**   
 LIVING WAGE APPLIES:  **YES**   
 **NO**  
 Requisition No./Project No.: TBD/RFP-00499   
 TERM OF CONTRACT: 15 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: LED ROADWAY LIGHTING DEVELOPMENT AND INSTALLATION

Description: THIS IS THE THIRD PUBLICLY ADVERTISED REQUEST FOR PROPOSALS TO SECURE A FIRM TO IDENTIFY THE TECHNICAL REQUIREMENTS NEED TO CONVERT THE COUNTY'S STREET LIGHTS FROM HIGH PRESSURE SODIUM TO LED. THE FIRM WILL THEN EXECUTE THE WORK AND PERFORM MAINTENANCE.

Issuing Department: DTPW   
 Contact Person: Alfredo Munoz   
 Phone: 305-375-4891  
 Estimate Cost: \$14M  
 Funding Source: GENERAL   
FEDERAL   
OTHER  
MDT-Op

**ANALYSIS**

<b>Commodity Codes:</b>	<u>285-76</u>	<u>968-76</u>		
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>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>	
<b>Contractor:</b>				
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>	\$	\$	\$	
<b>Comments:</b>				

Continued on another page (s):   
 **YES**   
 **NO**

**RECOMMENDATIONS**

	<b>Set-aside</b>	<b>Sub-contractor goal</b>	<b>Bid preference</b>	<b>Selection factor</b>
<b>SBE</b>				

Basis of recommendation:

Signed: Brian Webster   
 Date sent to SBD: 01/17/17  
 Copy to: oca@miamidade.gov   
 Date returned to DPM:

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



**REQUEST FOR PROPOSALS (RFP) No. 00499  
for  
LED ROADWAY LIGHTING DEVELOPMENT AND INSTALLATION**

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

\_\_\_\_\_, 2017 at \_\_\_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Conf. Rm. \_\_\_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Services Division  
for  
The Department of Transportation and Public Works

**COUNTY CONTACT FOR THIS SOLICITATION:**

Brian Webster, Procurement Contracting Officer  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-2676  
E-mail: @miamidade.gov

**PROPOSAL RESPONSES DUE:  
INSERT DATE AND TIME**

**IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 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.miamidade.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 Department of Transportation and Public Works ("DTPW") and the Internal Services Department ("ISD"), is soliciting proposals from qualified firms to undertake a turnkey project for the conversion and asset management of approximately 12,500 existing High Pressure Sodium ("HPS") streetlights to energy efficient Light Emitting Diode ("LED") throughout the County. Moreover, this RFP is also soliciting proposals to leverage the existing roadway lighting infrastructure to advance and provide for new and emerging "Smart City" technology. The requested services contemplated under this contract consist of furnishing all study and design services, financing, labor, materials, supplies, vehicles, facilities and equipment to perform the Scope of Work identified.

The selection process for this solicitation is a two-step process, Step 1 – Evaluation of Qualifications and Step 2 – Evaluation of Technical and Price Proposal.

- Step 1 is the evaluation of a System Implement team's qualifications based on the teams' completed submittal. The Competitive Selection Committee will attempt to qualify no fewer than three (3) responsive and responsible firms and by majority vote will determine the maximum number of responsive and responsible firms to advance to Step 2 (the "Advancing Firms").
- Step 2 is the evaluation of competitive Technical and Price Proposals from those advancing firms who choose to offer a responsive and responsible proposal.

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

The County anticipates awarding a contract for a fifteen (15) year period.

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

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email [hjwrig@miamidade.gov](mailto:hjwrig@miamidade.gov) at least five days in advance.

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 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".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. 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.
8. 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.
9. A/E: Architectural and engineering.
10. Adjusted Bid: An evaluation process where proposals are evaluated and assigned point values accordingly to a rating system. Qualitative aspects are scored and totaled on a scale of 0 to 100 points and price is divided by that score to yield an "Adjusted Bid".
11. Advancing Firms: Proposers selected by the Competitive Selection Committee to advance to Step 2 based upon the evaluation of the firms' submittal pursuant to Step 1.
12. Board: Clerk of the Board
13. CSC: Competitive Selection Committee as defined in Section 2-10.4 (5) of the Code, shall be the committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for the specific project and select the most qualified firm (s) to perform the services.
14. Contract: System Implementation Contract; synonymous with the term "Agreement".
15. Days: unless otherwise expressly stated, all references to days shall be to calendar days.
16. System Implementation Contract: A single contract for the design and construction of a public construction project.
17. System Implementer: The legal individuals, firms, or entities contractually responsible for delivering the project design and construction, and includes any person authorized by law to enter into the contract and perform the services requested in this solicitation. As used in this solicitation the term is synonymous with the words "Proposer", "Submitter", "System Implementer", "Contractor" and "Respondent".
18. Design Criteria Professional: An individual or a firm who holds a current certificate of registration under Chapter 481 of Florida Statutes, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471 of Florida Statutes, to practice engineering and who is employed by or under contract to the agency for the provision of professional architectural services, or engineering services in connection with the preparation of the design criteria package.
19. ISD: Internal Services Department - County department which combined the former Americans with Disability Act Coordination, Office of Capital Improvements, General Services Administration, Human Resources, and Procurement Management Departments.
20. Non-Responsive: A System Implementer who in the County's sole discretion, has not complied with all of the material requirements outlined in the solicitation, as applicable, and may not be considered for contract award.
21. Owner: Miami-Dade County, a political subdivision of the State of Florida.
22. RSIS: Request for System Implementation Services.
23. Responsible: A System Implementer who the County affirmatively determines: has the ability, capacity and skill to perform under the terms of the contract; does not have an unsatisfactory record of past performance in County contracting; including abiding by applicable ordinances, resolutions, and other policies of the County; and has a satisfactory record of integrity and business ethics.
24. Responsive: A System Implementer who in the County's sole discretion, has complied with all of the requirements outlined in the solicitation, as applicable.
25. Subconsultant: Any and all persons, firms or entities, which will be engaged by the System Implementer to provide services under this solicitation. The term is synonymous with "subcontractor".
26. Work: Professional services, all labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to be provided by the Contractor to fulfill all duties and obligations imposed by the Contract Documents, which can be reasonably assumed as necessary to fulfill the intent of the Contract Documents

### 1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; 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 responses 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 respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer 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. Proposals 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 or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Proposal 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 ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

### 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 Miami-Dade County Code, 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 Services Section, the responsible Procurement Contracting Officer, 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 employees, 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 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, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

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

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 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 or the principals 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 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 prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime 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 a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent form can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, 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's website <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>.

(If Selection Factor use Section 4.4 and delete above section.)

**1.11 Confidential Information**

The System Implementer shall not submit any information in response to this solicitation, which the System Implementer considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the System Implementer. In the event that the System Implementer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid or proposal as protected or confidential, the County shall endeavor to redact and return that information to the System Implementer as quickly as possible, and if appropriate. The County will then evaluate the balance of the bid or proposal. The redaction or return of information pursuant to this clause may render a bid or proposal non-responsive.

**1.12 Monthly Reporting When Subcontractors or Subconsultants are Utilized**

System Implementers are advised that when subcontractors or subconsultants are utilized to fulfill the terms and conditions of this contract, monthly utilization reports are required to be filed. Subject reports must denote the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to community small business enterprise companies or any other subcontractor performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

**1.13 Withdrawals**

The person or representative signing the Step 1 proposal shall be the only person or representative eligible to withdraw said proposal in writing before the Step 1 Submittal Deadline.

The person or representative signing the price proposal shall be the only person or representative eligible to withdraw said price proposal in writing before the Step 2 Submittal Deadline, or upon expiration of one hundred and eighty days after the opening of price proposals. Be advised that after the Step 2 Submittal Deadline, all price proposals remain final. Any errors of the successful System Implementer will in no way relieve them from completing the requested work for the proposal submitted.

**1.14 Costs Incurred by System Implementer**

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 System Implementer. No payment will be made for any responses received or for any other effort required of or made by the System Implementer prior to commencement of work as defined by a contract approved by the Board of County

Commissioners.

#### **1.15 Conflict of Interest Related to Section 2-11.1 of the Code of Miami-Dade County**

Questions regarding organizational conflicts of interest shall be submitted prior to the submittal date and addressed to the Miami-Dade Commission on Ethics by any bidder, proposer, contractor, or subcontractor regarding potential organizational conflicts pertaining to its own bid, or by the local government contracting officer regarding potential organizational conflicts pertaining to any bidder, proposer, contractor, or subcontractor. The Commission on Ethics shall evaluate the request based on standards established under the Federal Acquisition Regulation (FAR) at 48 CFR § 9.5 (2013) in order to determine if any possible organizational conflicts of interest exist. Determinations by the Commission on Ethics shall be deemed final. When a bidder, proposer, contractor, or subcontractor is found to have a conflict, the submittal presented by the conflicted party shall be rendered nonresponsive.

#### **1.16 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 for Category Two (\$10,000) for a period of 36 months from the date of being placed on the convicted vendor list.

#### **1.17 Collusion**

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 System Implementer or the principals thereof which have a direct or indirect ownership interest in another System Implementer for the same contract or in which a parent company or the principals thereof of one System Implementer have a direct or indirect ownership interest in another System Implementer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. System Implementers who have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

#### **1.18 Postponement/Cancellation**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

#### **1.19 Submittal of Information**

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

The County Mayor may impose the loss of eligibility to participate in County contracts for a specified period of time, not to exceed five (5) years for an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses for violations of or non-compliance with Administrative Order 3-39, including the falsification of information provided in the proposal and/or the System Implementer selection documents.

#### **1.20 Contract Award**

Any contract, resulting from this solicitation, will be submitted to the County Mayor or County Mayor's designee for approval. All System Implementers will be notified in writing when the County Mayor or County Mayor's designee makes an award recommendation. The Contract award, if any, shall be made to the System Implementer 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 System Implementer shall be final.

#### **1.21 Rights of Protest**

The County's protest procedure is provided below:



- a) A recommendation for contract award or rejection of all proposals may be protested by a System Implementer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.
- b) A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in paragraph C below.
- c) The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<b>Award Amount</b>	<b>Filing Fee</b>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5,000,000	\$3,000
Over \$5,000,000	\$5,000

- d) For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that System Implementer to the attention, in writing, to the A/E Consultant Coordinator by the deadline dates for the receipt of questions as indicated in Sections 2.4 and 3.4 of this RSIS.

### **1.22 Scrutinized Companies**

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

### **1.23 Subcontractors - Race, Gender and Ethnic Makeup of Owners and Employees**

Pursuant to Ordinance No. 11-90, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful proposer demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful proposer shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than 10 days after it becomes available and, in any event, prior to final payment under the contract.

### **1.24 Access Statement for Notices of Public Meetings and Departmental Publications**

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

### **1.25 Communications**

Proposers are hereby advised that effective with the advertisement of this solicitation, proposers and their lobbyists are prohibited from having any communication, oral or written, with CSC members or the entire CSC outside of the publicly noticed Selection Committee meetings. All communications shall be forwarded to the Procurement Contracting Officer with a copy to the Clerk of the Board.

#### **1.26 Sea Level Rise**

In accordance with Ordinance 14-79, the Consultant shall consider the potential impacts of sea level rise.

#### **1.27 Residents First Training and Employment Program**

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, available online at <http://www.miamidade.gov/smallbusiness/business-development-legislation.asp>, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1,000,000 for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of \$1,000,000 for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land, shall comply, if applicable, with the following:

- a) Bidders/Proposers must:
  - 1) Submit a completed Responsible Contractor Affidavit (Form RTFE 1), along with the Bid Submittal Package. RTFE 1 shall verify the following:
    - i) Prior to working on the project, all persons employed by the contractor on the project to perform construction have completed the OSHA 10-hour safety training course; and
    - ii) Contractor will make its best reasonable efforts to have 51 percent of all construction labor hours performed by Miami-Dade County residents. County residents employed in furtherance of the goal set forth in the County's Community Workforce Program ("CWP") shall be counted towards the 51% goal.
  - 2) In the event that form RTFE 1 is not submitted along with the bid package, the County will provide a notice that the bidder has 48 hours from the time of notification to submit the form or their bid or proposal will be deemed nonresponsive and disqualified:
    - i) Prior to the issuance of a Notice to Proceed, contractors must also submit the following:
      - 1) A Construction Workforce Plan (Form RFTE 2) and supporting documentation;
      - 2) A list of all subcontractors to be used on the project;
      - 3) A Responsible Subcontractor Affidavit (Form RFTE 1) for each subcontractor; and;
      - 4) A list of all employees currently employed by the contractor.
    - ii) Submit OSHA Safety Training Affidavit (Form RFTE 3) with all certified payrolls.
    - iii) Submit a Workforce Performance Report (Form RFTE 4) within 30 business days of completion of the Project.
    - iv) Any lessee shall include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease. Lessee shall be responsible to the County for payment of compliance monitoring costs and any penalties found due.

#### **1.28 Public Records and Contracts for Services Performed on Behalf of Miami-Dade County**

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

shall be enforced in accordance with the terms of the agreement.

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

### **1.29 Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15 Miami-Dade County contractors 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.

### **1.30 Applicable Legislation**

The selected System Implementer will be required to abide by all applicable federal, state and local laws and ordinances, as amended. Among the applicable local laws and ordinances are:

#### **a) FLORIDA STATUTE(S)**

- Section 119.07: Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- Section 119.0701: Contracts; Public Records
- Section 287.055: Consultants Competitive Negotiation Act
- Section 287.133: Public Entity Crimes

#### **b) ORDINANCES**

- 77-13 - Financial Disclosure
- 90-133 - Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender
- 97-35 - Policy of Fair Subcontracting Practices
- 97-67 - Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding and Financial Services
- 97-215 - Office of the Inspector General
- 99-152 - False Claim Ordinance
- 01-105 - Amending Section 2-10.4 of the Miami-Dade County Code for the acquisition of professional architectural, engineering, landscape architecture or land surveying and mapping services
- 03-107 - Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- 07-65 - Sustainable Buildings Program
- 08-92 - Economic Stimulus Ordinance
- 08-113 - Ordinance Amending Sections 2-8.1.1 and 10-33.1 of the Miami-Dade County Code relating to bids from related parties to include a prohibition on collusive bidding
- 09-41 - Ordinance amending Section 10-33.02 of the Code pertaining to the Community Small Business Enterprise (CSBE) Program
- 09-68 - Local Certified Service Disabled Veterans Preference
- 11-22 - Community Small Business Enterprise
- 11-24 - Community Business Enterprise
- 11-90 - Ordinance Relating to the Collection of Data for a Disparity Study
- 14-79 - Sea-Level Rise Ordinance

#### **c) RESOLUTIONS**

- R-1049-93 - Affirmative Action Plan Furtherance and Compliance
- R-385-95 - Policy prohibiting contracts with firms violating the American with Disabilities Act (ADA) and other laws prohibiting discrimination on the basis of disability ADA requirements, are a condition of award, as amended by Resolution R-182-00
- R-531-00 - Prohibition of contracting with individuals and entities while in arrears with the County
- R-894-05 - Independent Private Sector Inspector General (IPSIG) Services
- R-744-00 - Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the project.
- R-183-00 - Family Leave Requirements

- R-185-00 - Domestic Violence Leave
- R-1386-09 - Community Small Business Development Program; directing County Mayor to include additional subcontractor provisions in all future contracts, where applicable unless waived by the Board of County Commissioners
- R-138-10 - Resolution requiring that construction contracts include language mandating that the scope of work of CSBEs be separately stated and accounted for in schedule of values.
- R-63-14 - Contractor Due Diligence

#### d) ADMINISTRATIVE ORDERS

- 3-20 - Independent Private Sector Inspector General ("IPSIG") Services
- 3-26 - Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services.
- 3-37 - Community Workforce Program ("CWP")
- 3-39 - Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10 - Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

#### e) IMPLEMENTING ORDERS

- 3-21 - Bid Protest Procedure
- 3-22 - Community Small Business Enterprise
- 3-32 - Community Business Enterprise
- 3-34 - Formation and Performance of Selection Committees
- 3-41 - Small Business Enterprise
- 3-61 - Residents First Training and Employment Program
- 10-13 - Public Involvement Plan

#### f) MIAMI-DADE COUNTY CODE

- Section 2-1076 - Office of the Inspector General
- Section 2-8.1 - Contracts and Purchases
- Section 2-8.4 - Protest Procedures
- Section 2-8.5 - Local Preference
- Section 2-8.5.1 - Local Certified Veteran Business Enterprise
- Section 2-8.8 - Fair Subcontracting Practices
- Section 2-10.4 - Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services
- Section 2.11.1 - Conflict of Interest and Code of Ethics
- Section 2.11.17 - Residents First Training and Employment Program
- Section 10-34 - Listing of Subcontractors Required

Copies of the aforementioned Ordinances and Resolutions may be obtained at the Clerk of the Board's Office (refer to Division 2.6 for location).

## 2.0 SCOPE OF SERVICES

### 2.1 Background

The Internal Services Department ("ISD"), on behalf of the Miami-Dade Department of Transportation and Public Works ("DTPW"), is issuing a Request for Proposals ("RFP") to solicit proposals from qualified firms to enter into a Master Developer Agreement contract in order to undertake a turnkey project for the conversion and asset management of approximately 12,597 existing High Pressure Sodium (HPS) streetlights to energy efficient Light Emitting Diode (LED) throughout the County. Moreover, this RFP is also soliciting proposals to leverage the existing roadway lighting infrastructure to advance and provide for new and emerging "Smart City" technology. The requested services contemplated under this contract consist of furnishing all study and design services, financing, labor, materials, supplies, vehicles, facilities and equipment to perform the Scope of Work identified.

Of these 25,125 roadway lights; the County owns 12,597 lights and the Florida Department of Transportation (FDOT) owns 12,529 lights which are operated and maintained under FDOT Lighting Agreement APF89. These lighting systems have been

built and put in operation over the course of 30 years, so there are substantial variances in lighting design, fixture size and infrastructure system wide. More recent construction projects are more standardized in accordance to FDOT and County Specifications. In Addition, the County routinely inherits additional LED lighting structures that must be included in the asset management portion of this RFP.

Intended benefits of this RFP is to upgrade, and consolidate the technologies and fixtures used across the enterprise along with an asset management plan to maintain the lighting infrastructure. The FDOT lights are not to be considered as part of the base contract, but may be added to the scope of this project should a supplemental agreement be executed to the aforementioned Lighting Agreement as an option to the contract. See Attachment (A) for lighting information.

## 2.2 Project Goals

The project goals are:

- Improve consistency of lighting for vehicular and pedestrian safety.
- Maintain and improve the safety of the electrical infrastructure
- Operating and maintenance cost savings
- Create and leverage data infrastructure to support smarter city initiatives and facilitate the collection of data and information that would improve transportation and mobility.
- Provide revenue opportunities through leasing of lighting infrastructure for cellular or other technologies
- Reduced energy consumption
- Guaranteed energy consumption savings
- Access to best and newest available technology equipment.
- Position DTPW to reissue a similar procurement at the end of the contract term such that bidders are on equal footing.

Proposals shall use proven technologies accepted by the Florida Department of Transportation and methods to reduce annual electricity and provide a positive return on investment within a specified payback period. The contract should be, at a minimum, revenue neutral over the contract term and pay for itself with documented energy and cost savings. The revenue generation portion of the RFP should not be considered as part of the overall energy and costs savings to the County.

## 2.3 Scope

### 1. General Project Requirements

This solicitation sets forth in detail the objectives, qualification requirements, project plans and other expectations for this project. Responses to the solicitation must include a thorough explanation of the proposer's relevant experience and qualifications. Proposer must also submit a plan for conducting a complete inventory of the County's streetlight assets as well as a plans for all key project components including a Lighting Master Plan, Preliminary construction plan for street and architectural lighting, preliminary operations and energy efficiency plan, preliminary technology plan and preliminary financial plan specific to the County.

The solicitation responses will be reviewed and ranked by an evaluation committee. Negotiations of the Project Agreement will proceed promptly after the notice of selection for award to the highest ranked proposer. The project agreement must include the following:

- Implementation of the upgrade plan, including implementation of all streetlights, architectural lighting and other upgrades according to the approved design
- Implementation of plans for operations and energy efficiencies
- Implementation of technology plans
- Implementation of asset management of the system
- Implementation of the plan for financing the project
- The guarantee of operations and energy performance
- Implementation plan for revenue generation from leasing the valuable digital real estate on top of lighting infrastructures

## 2. Lighting Performance & Applicable Standards

### 2.1 Operation and Maintenance

Operation and Maintenance of all lighting solutions installed from date of installation through the term of the contract will be in accordance to adopted maintenance standards requirements including but not limited to:

- a. Section 715E of Miami-Dade Roadway Lighting Specifications.
- b. Miami-Dade County Roadway Lighting Manual.
- c. FDOT Standards and Specifications
- d. FDOT Standards and Specifications
- e. American Association of State Highway and Transportation Official (AASHTO)

### 2.2 Lighting Levels

The contractor shall provide the required lighting levels throughout the system regardless of current levels where fixtures are maintained or replaced as part of this contract. Include all fixtures supports, conduit, wiring and any other cost associated with adding new fixtures. The lighting design and implementation should conform to the most stringent of applicable Federal, State, Local codes, standards and all applicable public safety needs as determined by law enforcement.

### 2.3 Inspections, Repairs & Metering

The contractor shall inspect, furnish and install upgrades to the lighting electrical systems infrastructure, including but not limited to the electrical service points and the entire grounding system. The electrical service points shall be provided with a metering solution that is acceptable to the local electric utility provider's account.

## 2.4 Minimum Qualification Requirement

Respondents to this RFP must be bona fide providers of the lighting products and control systems and capable of providing the County the experience, skills and ability to:

- Conduct detailed inventory analysis of existing lighting system
- Provide a comprehensive lighting analysis to include a detailed photometric analysis and evaluation of the County's lighting needs to enhance public safety, and improved connectivity.
- Based on results of the inventory, lighting and photometric analysis, design, install, maintain and operate proven LED lighting systems in accordance with County's objectives that reflect energy and cost savings, public safety aesthetics, connectivity and economic development
- Guarantee operations and energy performance from upgraded lighting infrastructures including lighting performance and energy conservation.
- Prepare and secure financing plan to secure funding for the implementation of the project
- Provide high quality and cost effective maintenance and management of the systems throughout the term of the contract.
- Provide an integrated computer maintenance management system that allows the County to monitor the lighting in real-time.
- Have the ability to provide detailed reports to the County concerning carbon footprint reduction, energy usage in accordance with the county's objectives

## 2.5 Experience and Qualifications

Proposed System Implementer shall demonstrate its project team experience by presenting the qualifications and capabilities of each System Implement Team member firm, for projects completed within the last five (5) years, including projects that may be at least fifty percent (50%) complete prior to the required submittal date of this Request System Implement Services ("RSIS") Step 1 solicitation, that demonstrate related minimum project experience as indicated below:

### a) Lead Contractor:

- 1) The construction firm performing the light fixture replacement work must have minimum five (5) years total industry experience from the date of this solicitation. It also must have constructed at least five (5) projects of similar size and complexity in an urban environment.

- 2) Contractors must submit a history of past performance completing projects of a similar nature on schedule and to the satisfaction of the facility owner.
- b) Lead Designers:**
- 1) The Lead Designer firm or in-house Design Team performing the full scope of the lighting requirements must have minimum five (5) years total industry experience from the date of this solicitation. It also must have performed work of a similar nature to the scope of this contract for at least five (5) lighting installation projects in an urban environment.
  - 2) Lead Designer or in-house Design Team providing services must demonstrate having designed at least five (5) projects that were completed within the last ten (10) years from the date of this solicitation that involved lighting assessments and requirements.
- c) Subconsultants:**
- Subconsultants to the System Implementer or Lead Designer must demonstrate to have designed at least three (3) projects that were completed within the last ten (10) years from the date of the solicitation that involved the main project element for which the Subconsultant is being proposed.
- d) System Implementation Team Key Personnel Experience and Qualifications:**
- 1) Minimum industry and position experience of System Implement team Key Personnel are as follows:  
Minimum ten (10) years total industry experience of which five (5) years in a similarly responsible position for each of the following Key Personnel:
    - a) System Implement Project Manager
    - b) Lead Designer- Design Manager
    - c) Lead Constructor - Construction Manager
    - d) Lead Civil Engineer
    - e) Electrical Superintendent
  - 2) Key Personnel must demonstrate experience with the type work to be performed:
    - a) Proposers shall identify, in their Statement of Qualifications, those State of Florida registered Professional Engineers who will sign and seal construction plans and specifications.
    - b) Key Personnel resumes shall indicate the individual's current firm association, their professional qualifications, a client reference with contact information, and their role and duration on each project for which they are being credited the related experience.
- e) Additional Preferred Project Experience and Past Performance:**
- The Contractor's team may receive higher qualifications scores from the Competitive Selection Committee ("CSC") if their submitted project experience and past performance can demonstrate any of the following listed below:
- 1) Listed projects are of a similar or greater size and level of complexity.
  - 2) Listed projects of the proposed Contractor were designed and constructed for public municipalities.
  - 3) The Construction and Design Team have worked together on previous projects, especially on projects of a similar nature.
  - 4) Key personnel, most significantly the proposed Project Manager, Design Manager, and Construction Manager, that have served on the Projects listed and their client reference can validate that performance.

The expertise must be met by a qualified individual(s) of the Prime firm and its subconsultants and subcontractors, as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the firm's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the County. The Competitive Selection Committee may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s).

## **2.6 System Implementer's Licensing Requirements and A/E Technical Certification Requirements**

The System Implementer shall, not later than the Step 1 Submittal Deadline and at all times thereafter, including the evaluation and selection process, time of award, and throughout the duration of the contract, meet the requirements stated below. Pursuant to Florida State Statutes 287.055, a System Implementer is defined as a partnership, corporation, or other legal entity that:

- a) Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent;

or

- b) Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.

Those firms submitting as a Joint Venture must provide documentation for each entity participating in the Joint Venture to include the legal name of the companies participating in the Joint Venture as registered with the State of Florida together with copies of the Joint Venture agreement and statements of authority as submitted to the State of Florida Department of Professional Regulation Construction Industry Licensing Board ("CILB"). Copies of the joint venture agreement and statements of authority and proof of submission to the CILB from those firms submitting as a Joint Venture must be submitted to and received by the CILB prior to the Step 1 Submittal Deadline. The Joint Venture agreement and statements of authority must be approved by the CILB Board Office prior to the Step 2 Submittal Deadline for those Advancing Firms.

Failure for a System Implementer to hold a current valid certificate, as indicated above, or failure for those Joint Venture firms to submit the required documentation to the CILB by the Step 1 Submittal Deadline shall render the proposal non-responsive.

The Joint Venture must be qualified by the CILB at the time of award.

In addition, all interested System Implementers responding to this solicitation must comply with all applicable federal, state and local licensing and certification requirements.

## **2.7 Tasks**

The objective of this RFP is to tri-fold:

- Provide energy and maintenance costs improvements with the implementation of LED lighting with a "smart light", and control system.
- Provide an infrastructure for "smart city" initiatives.
- Provide revenue generating opportunities by utilizing County-owned Lighting assets within its right-of-ways to facilitate the implementation of small cell and/or distributed antenna systems ("DAS") technology

Proposals shall use proven technologies accepted by the Florida Department of Transportation and methods to reduce annual electricity and provide a positive return on investment within a specified payback period. The contract should be, at a minimum, revenue neutral over the contract term and pay for itself with documented energy and cost savings. The revenue generation portion of the RFP should not be considered as part of the overall energy and costs savings to the County.

"smart city" is defined as XXXXXX

"smart light" is defined as XXXXX

## **2.8 Schedule**

The County anticipates awarding a contract for a ten (10) year period. Installation of all lighting and infrastructure solutions will occur within two years (730 days) of the award date. There are two – five (5) year options to renew, at the County's sole discretion.

The System Implementer must complete the Work by the following durations, which exclude the warranty administration period:



Substantial Completion on or before 545 calendar days after the date of Notice to Proceed which requires the completion of placing into service all new roadway lighting and shall include all work associated with surveying, geotechnical investigations, engineering, design, technical specifications, permitting, construction, testing and commissioning services for the complete and fully operational installation of the new 8-inch water mains and water services.

Final Completion Date for installation work / Final Completion and Project Closeout on or before 910 calendar days after the date of Notice to Proceed which requires:

1. Water Service Conversions (transfer of services from the rear to the front of properties): Shall include all work associated with customer contact, negotiation and agreement execution, engineering, design, permitting, construction, testing, commissioning services and restoration within private property for the installation of all required piping, fittings and accessories for the water service conversions.
2. Final Completion and Project Closeout shall include obtaining acceptance by all applicable regulatory agencies including WASD of all Work and Services under the Contract, including all remaining site restorations, record documents, and all other remaining incomplete or unacceptable work items identified at or subsequent to Substantial Completion.

If the System Implementer does not achieve Substantial Completion by the established Substantial Completion Contract Date, Liquidated Damages ("LDs") will be assessed in the amount of two thousand five hundred dollars (\$2,500) per calendar day, which will be paid to the County by the System Implementer. If the System Implementer does not achieve Final Completion by the established Final Completion Contract Date, LDs will be assessed in the amount of one thousand dollars (\$1,000) per calendar day, which will be paid to the County by the System Implementer. LDs will be cumulative if both the Substantial Completion Contract Date and the Final Completion Contract Date are exceeded. All assessments of LDs to the System Implementer may be adjustments to payments due to the System Implementer.

## 2.9 Budget/Cost

The estimated total Contract amount is XXXX dollars (\$XXXX) inclusive of the contingencies and dedicated allowances. The estimated project cost is XXXX dollars (\$XXXX), exclusive of allowances and contingencies.

The County reserves the right to negotiate or reject any and all proposal(s), if the price exceeds the estimated project cost. The Price Proposal Form is to include all design and construction services, labor, materials, equipment, tools, utilities, permit fees, approvals, authorizations, certificates, including applicable taxes and all facilities necessary for the completion of the Work.

## 2.10 Payment Schedule

[Milestone Basis for Payment???

# 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. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

## 3.2 Technical Proposal Requirements

The Proposal shall provide a narrative that addresses the following:

### 3.2.1 General Understanding

Provide a synopsis demonstrating the Proposer's understanding of all of the activities required for the project

### 3.2.2 Proposer Team/Member Organization

Provide a synopsis that describes the role of all key members of the Proposer's team including subcontractors along with the percentage of the overall project that each member is expected to provide

### 3.2.3 Key Personnel and Resume

Provide an Organizational chart depicting primary staff, their role and their reporting relationship. Provide resumes of key personnel.

### 3.2.4 Project Management

Provide detailed narrative that describes the following:

- Computerized Maintenance Management & Data management,
- Safety Management
- Risk Management
- Quality Management
- Communication Management

## 3.3 Project Plans

All proposals must include the proposer's specific plans for the implementation of the project. The required plans include but may not be limited to:

### 3.3.1 INVENTORY ASSESSMENT PLAN

The proposer will conduct an inventory of the County's lighting assets and clearly identify the resources including the techniques, practices and time-line to perform this task.

### 3.3.2 LIGHTING MASTER PLAN

The proposer's response shall include a Lighting Master Plan that includes the following:

#### 3.3.2.1 Urban Lighting Analysis

Provide a detailed narrative that describes how the proposer will conduct its Urban Lighting Analysis and clearly identify how the proposer plans to:

- Develop a baseline photometric analysis
- Enhance public and traffic safety
- Improved connectivity between strategic economic areas and neighborhood livability
- The Urban Lighting Analysis shall also include appropriate maps and preliminary technical specifications.

#### 3.3.1.2 Upgrade Plan

Provide a detailed narrative that describes Proposer's approach to address under-lit and over-lit areas and its lighting standards approach to improve lighting quality. The Proposer's response shall include an Upgrade Plan Design that must provide at a minimum:

- Plan to optimize energy conservation
- Engineering Specifications
- Engineering calculations for the planned illumination system improvements that the proposer intends to implement in connection with the project
- Type and quantity of materials to be installed as well as locations and time-line.

### 3.3.3 CONSTRUCTION PLANS FOR ARCHITECTURAL AND STREET LIGHTING

#### 3.3.3.1 Street Lighting Construction Plan

Provide a Street Lighting Construction Plan that includes detailed narrative, charts, tables that describe:

- Methods by which Proposer manages street lighting system(s) including implementation strategies or techniques Proposer intends to employ in carrying out all the tasks, including Computer Maintenance Management Systems implementation, LED and remote management system installation, systems analytics and network implementation, civil work, architectural lighting installation.
- Proposer's project schedule, identifying key tasks and deliverables to be performed, durations for each task, and overall time of completion
- Proposer's material management plan, including procurement, supply chain and storage.
- Specific tasks Proposer will require from County staff. Proposer shall explain what the respective roles of County staff and staff would be to complete the tasks.
- Proposer's plan to manage salvaged or demolished work materials. This preliminary plan should address anticipated material reuse, recycling, hauling and stockpiling; and should identify any comments to implement environmentally sustainable practices

### 3.3.3.2 Architectural Lighting Construction Plan

Provide a detailed narrative that describes Proposer's approach to re-imagining and enhancing existing elements of the County's infrastructure, architecture, landscape, and iconic elements to broaden the appeal of the County as a tourist destination. The Architectural Lighting Plan included in the Solicitation Response shall, at a minimum, include:

- Overview of Proposer's design approach and philosophy as it relates to its preliminary design
- Identification of opportunities.
- Renderings of proposed architectural lighting elements.
- Appropriate maps, renderings of lighting concepts, preliminary technical specifications, and a plan for coordination with government agencies and other key stakeholders.

Proposers shall provide separate pricing for architectural lighting technology which may be accepted or rejected at the sole discretion of the County

## 3.3.4 OPERATIONS AND ENERGY EFFICIENCY PLAN

### 3.3.4.1 Lighting Performance Plan

A Lighting Performance Plan that provides a detailed narrative that describes Proposer's approach to guarantee the illumination levels through the duration of the contract, including Proposer's "Preliminary Photometric Plan". The Preliminary Lighting Performance Plan must at a minimum identify the resources, including equipment, materials and staff necessary and available, the techniques and practices to perform this task, as well as its frequency.

### 3.3.4.2 Electrical, Mechanical Performance and Maintenance Plan

An Electrical, Mechanical Performance and Maintenance Plan that demonstrates that the Project Company will be required to meet or exceed the County's expectation and the following:

- A general overview of a Maintenance Plan for the Project
- The resources, including equipment, facilities, materials and staff necessary and available.
- Works methods and procedures specific to the different tasks, including innovative techniques and practices.
- Ability to meet or exceed all key performance indicators.

## 3.3.5 ENERGY EFFICIENCY PLAN

An Energy Efficiency Plan that provides a detailed narrative, charts, tables, etc. that describes energy savings over the duration of the Project. Proposer's Response must clearly identify the assumptions (including all applicable utility tariff rates), scope, inclusions and exclusions, and applicable performance measures for this plan.

### 3.3.6 TECHNOLOGY INNOVATION PLAN

While the County is interested in seeking newer light grid technologies that benefit the public, of particular interest is using the streetlight infrastructure to serve as a platform to provide additional services to residents, businesses, and the County. The plan must include a detailed narrative that:

- Clearly describe the proposed service, technical and technology solution, including network(s) type, backhaul, scope, power requirements, coverage, specifications, capacity, service standards, maintenance, performance, etc.
- Detail the expertise, capacity and experience (of the principal and any partners) in designing, delivering, operating and maintaining such smart city network projects
- Present the proposed financial and business model (or options) that maximize and secure value
- Present proposed implementation arrangements, including phasing, project and risk management, and alignment with the underlying streetlight upgrade process
- Describe how the proposal meets the procurement objectives (as presented on previous page), as well as any other benefits, utility and application that the proposal will deliver
- Address how the proposal supports key smart city principles of mobility, access, safety, sustainability, standard/open communication protocols, interoperability, resilience, security, scalability, integration and compatibility
- Address how the proposal meets all relevant legislative and regulatory requirements, including privacy, emergency, telecommunications, etc.
- Note any underlying assumptions of the proposal.

### 3.3.7 PLATFORM TECHNOLOGIES AND ADDITIONAL SERVICES PLAN

Examples of "Smart City technology include, but not limited to:

#### Communications and Connectivity

- Free Wi-Fi or other Internet services for businesses and residents
- Wireless network expansion in areas coming from streetlights and platform technologies)
- Connecting streetlights and platform technologies through an existing or new third party wireless network, and/or connectivity infrastructure
- Central Management System for remote control and system monitoring
- Vehicle-to-Infrastructure (V2I) or Vehicle-to-Vehicle (V2V) connections
- Bluetooth / near-field-communications
- Emergency broadcasting speakers

#### Monitoring and Sensing

- Motion or noise
- Cameras – video, photography
- Energy usage
- Transportation and Mobility analytics- vehicle / pedestrian / bicycle counting
- Public Safety Surveillance
- Parking Space monitoring
- Climate: temperature, rain or flooding, such as flashing Light or color changes to provide advance safety warnings of storms
- Buttons linked to a response (e.g., blue button security system)
- Artistic illumination of sidewalks or crosswalks with colors and/or shapes making it easier and safer for pedestrians

**3.3.8 REVENUE GENERATION THROUGH SMALL CELL AND/OR DISTRIBUTED ANTENNA SYSTEMS (DAR)**

Provide a plan with detailed narrative, charts, tables, etc. that describes the technology that will be used over the duration of the Project. Proposer's response must clearly identify all assumptions including all applicable scopes and revenue generation performance for this plan.

**3.4 Financing Offer**

Submit a financing plan that comprises of the following:

- Offer must include full financing for the program of projects inclusive of materials, labor, and ancillary project costs;
- Financing must be structured to pay for the project out of the energy and operation savings that the new system generates;
- The County shall have the option of monthly, quarterly, or annual payments;
- Non-appropriations clause shall be built into the financing contracts;
- Financing vehicle shall be inclusive of all costs associated with the project and shall be free of added costs or fees.
- The County may use funds to enhance the financing.
- Provide support to the county for the negotiation of new energy rates with local utility, if necessary

**3.5 Alternate Technical Proposals**

Alternate Technical Proposals are those that take exception to any requirement of the Request for System Implement Services (RSIS) Design Criteria Package and provide an alternate solution or approach. One (1) or multiple Alternate Proposals may be submitted at the sole option of a System Implementer. The CSC, at their sole discretion, may validate or reject any or all Alternate Proposals. Only Alternate Proposals that provide an equal or lesser price than the Base Proposal will be considered. All proposers, however, must submit a responsive and responsible Base Proposal in full compliance with the RSIS, including all requirements of the design criteria document. If a System Implementer submits an Alternate Proposal without providing a Base Proposal that meets the Design Criteria documents requirements, their Alternate Proposal will be disqualified.

If any System Implementer provides an Alternate Proposal or Alternate Proposals, the System Implementer shall explain such Alternate Proposal or Alternate Proposals on the Alternate Proposal Form provided in the RSIS Step Two document, which includes the following:

- a) Provide the title and full technical description and explanation of the Alternate Proposal, including any drawings and/or specifications.
- b) Provide which RSIS requirement, with reference document, article and page number, is being modified or excluded by this Alternate Proposal.
- c) Describe how the Alternate Proposal is equal or better than the project scope and performance as specified in the RSIS; and what advantages are associated with the Alternate Proposal which the System Implementer believes are of value to the County.
- d) Describe how other Project-specific performance items will be met with the Alternate Proposal.
- e) Provide what risks are involved in implementing this Alternate Proposal and how will the System Implementer avoid or mitigate those risks.

No price data related to an Alternate Proposal shall be provided in the Technical Proposal. Price data for an Alternate Proposal must be provided in a separately sealed envelope, marked "Proposal with Alternate", whether or not any savings results in a lower proposal price.

The CSC will decide, at its sole discretion, after oral presentations and prior to completion of the technical scoring and opening of the Price Proposal envelope, whether to accept or reject any Alternate Proposal. The acceptance of any Alternate Proposal will be by majority vote by the CSC. The CSC's decision will be final. In the case of a tie by the CSC, the tie shall be broken by the Department's Technical Advisor.

The Adjusted Bid shall be calculated using the Base Proposal Contract Price, or if an Alternate Proposal or combination thereof is

validated and accepted, the corresponding Alternate Proposal Contract Price. If no Alternate Technical Proposals are validated by the CSC, the County will utilize the Base Proposal Contract Price to calculate the Adjusted Bid.

In the event that a Proposer submits an Alternate Proposal that is validated and accepted, but is deemed non-compliant after the Alternate Proposal Price envelope is opened due to any material irregularity identified in completing the Alternate Proposal forms, then the CSC may opt to evaluate the Proposer's base proposal and re-assign point values based solely upon the base proposal submitted. Those scores will be utilized to calculate the Adjusted Bid.

The System Implementer accepts full technical, cost and schedule responsibility and risk for any proposal submitted including Alternate Proposals. If such Alternate Technical Proposal is determined not feasible or impractical for any reason, including any reason beyond control of the System Implementer, the System Implementer is required to perform the Project without recourse in accordance with the original requirements of the RSIS Design Criteria Document, and at the same price and schedule as contracted with the Alternate Proposal.

The Price Proposal envelopes submitted shall be opened subsequent to the completion of the technical proposal evaluation by the CSC. The System Implementer's proposed price will then be divided by their respective total CSC member's Step 2 scores, to obtain the Adjusted Bid in accordance with the existing County procedures. If Alternative Proposals are accepted by the CSC, the Alternate Proposal price will take the place of the base proposal price in calculation of the Adjusted Bid. The CSC will make its final recommendation to the County Mayor or County Mayor's designee that a contract be negotiated with the responsive and responsible System Implementer with the lowest Adjusted Bid for his review and concurrence.

**3.6 Payment and Performance Bonds**

The System Implementer agrees to execute and deliver within 14 days after the Contract award date and prior to commencement of work, System Implementer's Performance and Payment Bond(s). A single instrument Payment and Performance Bond, satisfactory to the Owner, for twice the penal sum (no less than 100% of the total maximum contract amount for payment-related issues and 100% of the total maximum contract amount for performance-related issues), shall be required of the Contractor.

The bond shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

**Bond (Total Contract) Amount Best's Rating**

\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,000 to \$10,000,000	A VIII
Over \$10,000,000	A IX

- a) On Contract amounts of \$500,000 or less, the Bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
  - 1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.
  - 2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
  - 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The Bond amount shall not exceed the underwriting limitations as shown in this circular.

- b) For Contracts in excess of \$500,000 the provisions of the Contract Documents will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

- c) Payment and Performance Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- d) The attorney-in-fact or other officer who signs a Payment and Performance Bond for a surety company must file with such Bond a certified copy of his/her power of attorney authorizing him/her to do so.
- e) The cost of the Bonds shall be included in the Bid.
- f) The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.
- g) The Bond shall be delivered to the Contracting Officer in accordance with the instructions within the Notice of Award.
- h) In the event the Surety on the Payment and Performance Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the Owner shall withhold all payments under the provisions of these Contract Documents until the Contractor has given a good and sufficient Bond in lieu of Bond executed by such Surety.
- i) Cancellation of any bond or non-payment by the Contractor of any premium for any Bond required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Contractor.

### **3.7 Teaming Restrictions**

Respondents must select between submitting as a single entity Contractor/System Implementer, Joint Partnership, or subconsultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

- a) Firms electing to submit as a System Implementer may only respond once to a solicitation, limited to participation on a single team. If submitting as a System Implementer, said firm may not participate as a subconsultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions.
- b) Firms electing to submit as a Lead A/E Consultant may only respond once to a solicitation, limited to participation on a single team. If submitting as a Lead A/E Consultant, said firm may not participate as a subconsultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions.
- c) Due to the availability of firms in each of the specified A/E technical certification categories, A/E subconsultants may only participate on three (3) teams when responding to a solicitation.
- d) A/E sub-consultants may participate on more than three teams for the technical certification category denoted below, due to the limited availability of firms to provide said service:

Please be advised that in the event a System Implementer, Lead A/E Consultant, or subconsultant/subcontractor fails to adhere to the restrictions stated herein and participates in more than the outlined maximums, then all affected proposals shall be found non-responsive.

## **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.

## STEP 1 EVALUATION PROCESS

### 4.2 Step 1 Format and Contents

Additional submittals and/or supplemental information after the submission deadline, shall be submitted solely upon request by the County. The Proposer should carefully follow the format and instructions outlined herein. A Proposer must be responsive to all applicable items contained in the following section and as required by Paragraph 5.1. Proposers shall not modify any of the forms provided and must submit in their proposal the completed forms listed below and any other documentation required herein this section. Failure to provide all of the requested information may deem your proposal non-responsive.

- a) A letter of interest – The letter shall be signed by an authorized individual of the System Implement firm, which indicates that the System Implement firm is committed to execute the project, if selected for award of the Project.
- b) **ISD Form 8DB – Step 1 - Evaluation of Qualifications.** The Proposer is required to complete ISD Form 8DB in its entirety. The Federal Employer Identification Number(s) (FEIN) for the Proposer together with its team members are required to be listed on this form. Please be advised that each firm possessing a FEIN is considered a separate legal entity and is therefore mandated to meet all necessary requirements of this RSIS to provide professional services, as applicable in Miami-Dade County. All team members including, but not limited to the following must be identified in ISD Form 8DB: Proposer, Subconsultants (including SBE-A/E Subconsultants), specialty individuals, Subcontractors who will perform Work with readily identifiable scopes of services and Subcontractors as referenced in Section 2.1 of the RSIS – Experience and Qualifications. Changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual subconsultant(s)/subcontractor(s) after the response deadline specified herein, will only be allowed at the discretion of Miami-Dade County. In no circumstances shall a change be allowed which results in a Proposer gaining a competitive advantage over the other Proposers. All information regarding the team's experience and qualifications must be denoted on ISD Form 8DB in the applicable sections.

Section F of ISD Form No. 8DB shall be submitted by each team member (Proposer, A/E Sub-consultant, non-A/E sub-consultant, sub-contractor), as applicable. Applicable firm must list previous similar type project in which it has performed work. The reference provided should be for one project and must comply with the requirements listed in Section 2.1. Firms must denote whether the reference project is to meet an experience and qualification requirement, a preference stipulation and/or a general project reference.

The execution of ISD Form 8DB constitutes the express representation by the Proposer that it has the authority and ability to perform the services requested under this RSIS and if awarded a contract, has the authority and ability to enter into, and perform the contract according to its terms.

ISD applicable forms are available on Miami-Dade County's web page at the following link:

<http://www.miamidade.gov/procurement/architectural-engineering-forms.asp>.

Please ensure that copies of the certified or registered general contractor or building contractor licenses, or the Joint Venture agreement and statements of authority approval by the State of Florida Department of Professional Regulation Construction Licensing Board (CILB) or proof of submittal to the CILB of the Joint Venture's agreement and statements of authority are submitted in the proposal. See Section E of ISD Form 8DB.

Please ensure that each one of your references have been advised that they may be contacted by ISD staff or designee to verify the information provided in ISD's Experience and Qualification Compliance Verification Chart(s).

Pursuant to a Commission on Ethics and Public Trust opinion dated March 15, 2005, respondents requesting professional references from Miami-Dade County employees must submit said request in writing to the attention of subject County employee, and copy the Clerk of the Board ("COB"). Note that the COB may be reached either via e-mail at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov) or facsimile at (305) 375-2484.

Be advised that Pursuant to section 2-11.1(p) of the Miami-Dade County Code, County employees may not provide personal letters of recommendation for professional services for any person or firm for the subject project.

- c) Local Business Preference Affidavit (ISD Form 1DB) shall be completed and provided by the Proposer claiming a local office in



Miami-Dade County. Proposers must complete, sign and notarize the form, and attach applicable documents. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations. Local preference is only applicable to the Proposer.

- d) SBD Utilization and Assurance Form - Small Business Participation on System Implement Projects form. Proposers must complete the Utilization and Assurance Form - Small Business Participation on System Implement Projects. Respondents/Proposers MUST submit this Utilization Assurance Form and will be allowed 48 hours from notification by the RER Department to cure defects to the form. Failure to submit the Utilization Assurance Form may affect Respondent/Proposer's prequalification status. Refer to Division 1, Section 1.9 for applicable contract measures.
- e) The following Affidavits are required:
- Affidavit 1 - Proposer's Affidavit
  - Affidavit 2 - Debarment Disclosure
  - Affidavit 3 - Criminal Record
  - Affidavit 4 - Collusion Affidavit
  - Affidavit 5 - Public Entity Crimes Sworn Statement
  - Affidavit 6 - Contractor Due Diligence Affidavit
- f) Proposers shall demonstrate their capability to provide a Payment and Performance Bond in accordance with the requirements of this project by submitting a letter from their Surety Company at the Step 1 submittal indicating the Proposer's bonding capacity. The Surety Company must be authorized to do business in the State of Florida and rated as to management and strength as set forth in the Payment and Performance Bond Article (Paragraph 3.6) for this solicitation.
- h) Insurance Coverage Acknowledgement - The coverages indicated in Division 1, Section 1.6, Insurance Requirements are deemed appropriate for minimum insurance requirements for this project and will be required of the selected Proposer and identified in the negotiated Agreement. As such, Proposers are required to acknowledge in ISD Form 8DB, that if selected, the firm will be able to furnish the County/Owner the insurance coverages applicable for this project.

#### **4.3 Step 1 Submittal Requirements**

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.

Please note that pursuant to §119.07(3)(m) of the Florida Statutes, all proposals received will become part of the public record ten days after the response deadline.

At the Step 1 meeting, the CSC will submit their scores for Step 1 to the Procurement Contracting Officer. The Procurement Contracting Officer shall record the scores for each respondent and read the information into the record. The scores will be totaled, and if applicable, local certified veteran business enterprise preference; local preference and tiebreakers will be applied to determine the final ranking. Step 1 scores will not be utilized nor transferred to the Step 2 Evaluation/Selection process. The goal of the CSC is to short-list no fewer than three (3) responsive and responsible Proposers.

In the event that the County receives fewer than three (3) proposals, or fewer than three (3) Proposers are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible, provided that the County has conducted an analysis of market availability for subject services and determined in its sole discretion that there is no further market availability or immediate interest to provide subject services. Furthermore, in the event that the County receives fewer than three proposals, the County in its sole discretion may extend the Step 1 Submittal Deadline, provided that proposal(s) have not been distributed to the CSC.

Only those advancing firms will be eligible to offer a responsive and responsible technical and price proposal in the Step 2- Evaluation of Technical and Price Proposal process. Advancing Firms will be notified and invited to offer a responsive and responsible Technical and Price Proposal in the Step 2 evaluation process. Oral presentations will be scheduled with responsive and responsible Advancing Firms. Advancing Firms shall not be allowed to change their teams as described in ISD Form 8DB submitted at Step 1 – Evaluation of Statement of Qualifications.

## STEP 2 EVALUATION PROCESS

### 4.5 Step 2 Format and Contents

Additional submittals and/or supplemental information after the submission deadline, shall be submitted solely only upon request by the County. Advancing Firms should carefully follow the format and instructions outlined herein. Every firm or team of firms must be responsive to all applicable items contained in the following sections. Advancing Firms shall not modify any of the forms provided and must submit in their proposal the completed applicable forms listed below. Failure to provide all of the requested information may deem the proposal non-responsive.

- a) **Item 1 - Technical Proposal:** The Technical Proposal contents, submitted in PDF via BidSync, shall be as follows:
- 1) Transmittal letter, signed by an authorized officer of the Proposer entity, confirming the Proposer team members and indicating a commitment to perform the Project if selected.
  - 2) Table of Organization (to include all SBE-Construction Subcontractors, if applicable). The Table of Organization submitted at the Step 1 - Evaluation of Qualifications, shall be updated to include any additional SBE-Construction firms that have been included in the team for Step 2. In no circumstances shall changes other than inclusion of SBE-Construction firms be allowed, which results in a Proposer gaining a competitive advantage over the other Proposers.
  - 3) The Proposer response to the evaluation criteria shall be in accordance with Paragraph 5.2.
  - 4) Technical Requirements-

#### A. General:

Technical Proposal must include a plan for completing the specified work, a detailed project schedule using CPM (or Cost Loaded Bar Chart, or County approved method as appropriate), all permit requirements, total Contract time and other data requested in response to the RSIS. The proposal must address all significant design and construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the project within the applicable timeframes. The proposal must include sufficient information to enable the County to evaluate the capability of the System Implementation Firm to provide the desired services as required by the RFP. The data shall be significant to the Project and shall be innovative, when appropriate, and practical.

#### B. Technical Proposal Submittal Requirements:

The Technical Proposal shall be submitted in PDF format, uploaded in BidSync within the time limits set forth in the solicitation; the minimum information to be included:

#### Section 1: General

Describe the System Implementation Firm's approach to the following:

1. System Requirements Identification and Design plan
2. Maintenance of Traffic
3. Context Sensitive Design and Construction
4. Construction Methods

#### Section 2: Proposed Schedule

Submit a System Implement project schedule in calendar days based on a contract duration proposed by the System Implement firm. The total contract duration shall not exceed three-hundred thirty (330) calendar days for all work required by the Contract Documents with Substantial Completion occurring within two-hundred and seventy (270) days from Notice to Proceed. The minimum information to be included in the summary schedule of anticipated major milestones and their associated phasing as follows:

1. Anticipated Award Date (Baseline Date)

2. Design Schedule
3. Design Reviews by the Department
4. Geotechnical Investigations
5. Permitting
6. Start of Construction
7. Construction Milestones
8. Construction Phasing and major MOT shifts
9. Utility Relocations, Installations, and Removals
10. Structure Completion Date
11. Substantial Completion Date for all Work. Date for substantial completion must provide "sufficient time" between substantial completion and end of Contract Duration for final inspections, final roadway striping if required, development of a punch list by the County, completion of all punch list items by the Proposer, final submittals, and any remaining site restoration activities. "Sufficient time," as it pertains solely to this requirement, means no less than 60 days unless otherwise required by the Contract Documents or approved in writing by the County.
12. Final Completion Date for all Work.

### **Section 3: Design Support Documents**

Identify and provide Technical Special Provisions which apply to the work in the Proposal and not provided or referenced in the Design Criteria Package.

The System Implement firm shall be prepared to submit to the Department during the Technical Proposal Evaluation phase any calculations, studies and/or research to support features identified in the Technical Proposal and detailed in Section 4, Preliminary Plans.

### **Section 4: Preliminary Plans**

The minimum information to be included in the preliminary design requirements is as follows:

#### **Roadway**

- Project Limits
- Horizontal alignment
- Pier and abutment location
- Major topographic features
- Proposed vertical profile
- Survey controls and bench marks
- Stationing along Horizontal alignment
- Connections to existing roadway
- Utility provisions
- Maintenance of traffic provisions
- Roadway Typical Section
- Drainage
- Lighting
- Technical Special Provisions

#### **Structures**

- Cover Sheet
- Index of Sheets
- General Notes

- Plan and elevation
  - Begin and end bridge stations
  - Bridge Hydraulic Recommendations Sheet
  - Proposed Foundation Types and Location
  - Proposed Foundation Testing requirements
  - Span lengths
  - Minimum vertical and horizontal clearances
  - Location of expansion and fixed bearings
  - Basic material properties (concrete strengths, classifications)
  - Typical pier(s) and abutment details
  - Cross section of proposed superstructure showing type, size and locations of structural elements
  - Beam Framing Plan, Geometry and Details
  - Bearing and Expansion Joint Details
  - Approach Slab Details
  - Lighting Details
  - Architectural Railing Details
  - Proposed means and methods of construction
  - Proposed method of removal of the existing structure and approaches and final disposition
  - Technical special provisions
  - Variations and documentation
- 5) Lobbyist Registration (ISD Form 5) shall be submitted listing all members of the presentation team who will be participating in Step 2 (oral presentations) with the proposal. An amended Lobbyist Registration Form must be submitted to the Clerk of the Board (COB) prior to the Step 2 meeting (oral presentations) if additional individuals will be speaking at the subject meeting. The amended form should be titled as Amended and should denote those members that have been substituted and/or added with an asterisk. Please make sure to submit the amended form to both ISD and the COB within the above stated time frame. Applicable fees may be required.

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

- a. Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee shall list on an affidavit provided by the county, all individuals who may make presentation. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted.
  - b. The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board by the time of the scheduled oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.
  - c. All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the Clerk of the Board of County Commissioners prior to the oral presentation.
- 6) SBE-A/E Applicable Forms (See Exhibit A for required forms)
- 7) SBE-Construction Applicable Forms (See Exhibit B for required forms)
- 8) SBE-Goods and Services Applicable Forms (See Exhibit C for required forms)
- 9) Acknowledgement of Addenda (Exhibit J)
- 10) Collusion Affidavit (See Exhibit G)

**b) Item 2 - Price Proposal:**

Price for Base Proposal:

1. Each System Implement firm must provide a compliant and fully executed Base Proposal using the Price Form. The form shall be properly completed and executed by an authorized legal representative of the firm. Failure to satisfy this requirement may render the proposal non-responsive. The execution of the form constitutes an unequivocal offer by the Proposer to be bound by the terms of the Base Proposal.
2. The Base Proposal Price Form must be completed to include the name of the Proposer and all pricing for all required items.

**c) Item 3 - Bid Bond: Provide Surety Bid Bond (Exhibit F) (original and one copy) in a separate sealed and marked envelope bearing on the outside of the envelope "Bid Bond", the name of the Proposer and the Project Name.****4.6 Step 2 Submittal Requirements**

Advancing Firms must submit their proposal responses to this RFP 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.

Please note that pursuant to §119.07(3)(m) of the Florida Statutes, all proposals received will become part of the public record ten days after the response deadline.

**4.7 Step 2 Evaluation/Selection Process**

Upon receipt of the Step 2 technical proposals and prior to the Step 2 evaluation meeting, the County in its sole discretion may request and evaluate additional information as the County deems necessary from Advancing Firms after the Step 2 submittal deadline.

Only Advancing Firms found to be responsive and responsible at the Step 2 evaluation/selection process will participate in oral presentations. At the Step 2 CSC meeting (oral presentations), each of the Advancing Firms will participate in oral presentations of 45 maximum time period, which consists of a Proposer team presentation of not more than 30 minutes followed by a question and answer period of not more than 15 minutes. Proposers will be evaluated based upon the criteria set forth below.

At the Step 2 meeting, the CSC will submit their scores to the Procurement Contracting Officer. The Procurement Contracting Officer shall record the scores for each Proposer and read the information into the record. The scores are totaled and local certified veteran business enterprise preference, if applicable, will be applied.

**4.8 Price and Bid Bond Envelopes**

Upon completion of the Step 2 scores, the sealed envelopes containing the price proposal and bid guarantee shall be opened and read into the record. The Proposer's proposed price will then be divided by their respective total CSC's Step 2 scores, to obtain the Adjusted Bid. Local preference and tiebreakers, if applicable, will be applied to the Adjusted Bid. In the event of a tie in the Adjusted Bid, the first tie-breaker will be the Proposer with the highest total score for Step 2, Criteria 1B. If the ranking continues to be tied, the second tie-breaker will be the Proposer with the highest total score for Step 2, Criteria 2B. Should a tie still exist, the third tie-breaker will be the Proposer with the highest total score for Step2, Criteria 3B.

**4.9 Addenda**

The County reserves the right to issue any modification or Addenda to the provisions of this section to those individuals who have obtained the RFP, any time before the Step 2 Submittal Deadline, which in the County's sole discretion does not materially affect the pre-qualification requirements of the Proposer.

**4.10 Bid Bond**

All price proposals shall be accompanied by either a bid bond for the base proposal contract price executed by a surety company meeting the qualifications satisfactory to County for surety companies (see Paragraph 3.6 "Payment and Performance Bonds") or by money order, certified check, cashier's check, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent of the base proposal contract amount, payable to the Miami-Dade County Board of County Commissioners and conditioned upon the selected Proposer executing the System Implementation contract and providing evidence of insurance as set forth herein within 14 days after notification to award the System Implementation Contract or enters into a negotiated

System Implementation Contract. The required Performance and Payment Bond from the Proposer must be provided within 14 days after the Contract award date and prior to commencement of work. A personal check or a company check of the Proposer shall not be deemed to be a valid bid bond. Proposers who fail to submit a bid bond or who submit a non-conforming bid bond shall be found non-responsive.

The bid bond (original and one copy) must be presented in a separate sealed envelope bearing on the outside of the envelope "Bid Bond," the name of the Proposer and the Project Name and submitted at the time of the Step 2 - Evaluation of Technical and Price Proposal.

ISD will return bid bonds, (1) to unsuccessful Proposers no sooner than 15 days after the opening of bids, and (2) to the successful Proposer upon execution of contractual documents and submittal of performance and payment bond (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted. If the successful Proposer, upon acceptance of its proposal by the County within the period specified for acceptance, fails to execute all contractual documents or furnish the required insurances or executed bond(s) within the time frame specified in this section, the County may terminate the contract for default. In the event the contract is terminated for default, the Proposer is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the bid guarantee is available to offset the difference.

**5.0 EVALUATION CRITERIA**

**5.1 Step 1 Selection Criteria**

The submittals will be evaluated by a Competitive Selection Committee ("CSC") appointed by the County Mayor or County Mayor's designee. The CSC appointed by the County Mayor or County Mayor's Designee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary. CSC members will be appointed based on appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender. The CSC is tasked with evaluating Proposers qualifications and determining a shortlist of a minimum of three (3) of the highest qualified Proposers to advance to Step 2.

In accordance with the full requirements of Sections 3 and 4, submittals will be evaluated as set forth below. A Proposer may receive the maximum points (100 points) per CSC member or a portion of this score depending on the merit of its submittal, as evaluated by the CSC in accordance with the following criteria:

<u>Step 1 Selection Criteria</u>		<u>Points</u>
1A.	Experience and Qualifications of proposed key personnel of the Proposer and subcontractor(s)/subconsultant(s), if applicable	50
2A.	Demonstrated understanding of the work scope	25
3A.	Relevant past experience of the Proposer and subcontractor(s)/subconsultant(s), if applicable	25

**Criteria 1A:** point value will be based upon the evaluation of the Proposer's team qualifications, experience and availability of key personnel demonstrated project experience relative to this project.

**Criteria 2A:** point value will be based upon the evaluation of the Proposer's understanding of the scope of work, and understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable.

**Criteria 3A:** point value will be based upon the evaluation of the Proposer's experience on previous similar type projects such as key design elements, construction, and asset management. The Proposer's experience with planning, scheduling and overall demonstrated ability to complete the scope of contract requirements. For Proposers and team members that have previous County work experience, OCI will provide the CSC with the available performance evaluation data on file. Proposers may be provided with a standard performance questionnaire to augment the County's data.

**5.2 Step 2 Selection Criteria**

In accordance with full requirements of Sections 3 and 4, Technical Proposals will be evaluated as set forth below. A Proposer may

receive up to the maximum one hundred points (100 points) from each CSC member or a portion of this score depending on the merit of its submittal, as evaluated by the Competitive Selection Committee member in accordance with the following criteria:

<b>Step 2 Selection Criteria</b>	<b>Points</b>
1B. Project Requirements Identification and Design Approach	50
2B. Project Construction Approach	20
3B. Ability to Provide Required Services within Schedule and Budget	20
4B. Cost	10

**Criteria 1B:** point value will be based upon the evaluation of the project concept offered in the proposal including, but not limited to, the evaluation of design, phasing and the work, permitting requirements, identification of energy consumption savings, identification of the best and newest available technology equipment, and implementation plan for revenue generation from leasing the digital real estate. This criteria will also include an evaluation of the Proposer's overall compliance to the scope of work including, but not limited to, studies performed that affect this project, key design elements and effects on the community involved.

**Criteria 2B:** point value will be based upon the evaluation of the constructability, phasing of the work staging and sequencing, managerial approach, environmental control methods, work quality control, safety and construction schedule and understanding and awareness of permitting requirements.

**Criteria 3B:** point value will be based upon the evaluation of the Proposer's overall management approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance, quality control, issues and methods employed to avoid cost overruns and project delays and Proposer's capability to provide the appropriate personnel and equipment to efficiently carry out the requirements of the Work.

**Criteria 4B:** point value will be based upon the evaluation of the Proposer's cost. The Proposer's cost proposal shall consist, in part, of the following elements; project requirements development, design, construction, maintenance, and an offset from revenue generation.

### 5.3 **Oral Presentations**

Upon evaluation of the technical criteria indicated above, 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.

### 5.4 **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 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 at (305) 375-2378 or access:

<http://www.miamidade.gov/business/business-certification-programs-SBE.asp>.

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 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.

#### **5.5 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 proposal submittal form.

#### **5.6 Price Evaluation**

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### **5.7 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, 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 Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### **5.8 Recommendation to the County Mayor or County Mayor's Designee to Initiate Negotiations**

The CSC will make its final recommendation to the County Mayor or County Mayor's designee that a contract be negotiated with a responsive and responsible Proposer with the lowest Adjusted Bid, inclusive of local preference and tiebreakers, if applicable. The three responsive and responsible teams (if three responsive and responsible teams submitted a technical and price proposal) with the lowest Adjusted Bids will be recommended to the County Mayor or County Mayor's designee, in order of preference, for his review and concurrence. In the event that the County, in its discretion, determines that the lowest Adjusted Bid does not represent the best value to the County, the Proposer representing the best value shall be ranked higher. This re-ranking shall be reserved to instances where; a) the price is determined to be artificially low and not reflective of the true anticipated project cost; b) the Proposer through its submission and/or price appears to have misunderstood the scope of the project or the required services; c) there is a large price discrepancy between responsive and responsible Proposers, where the County determine that the County may receive the necessary services at a much lower price; and d) upon application of such other factors as the CSC may set forth in writing, the County effectively determines that the re-ranking is in the best interest of the County. The firm with the lowest Adjusted Bid or the firm providing the best value to the County shall be recommended for negotiations. Upon the County Mayor or County Mayor's approval, the County shall enter into negotiations with the recommended Proposer.

#### **5.9 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 Sections 2-8.1.1 of the Miami-Dade County Code. (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.

#### **5.10 Contract Award**

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

#### **5.11 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 County Code, as amended, and as established in Implementing Order No. 3-21.

### **6.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

#### **a) Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

#### **b) Insurance Requirements**

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

#### **c) Inspector General Reviews**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts,

throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

**d) User Access Program**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

## 7.0 ATTACHMENTS

Draft Form of Agreement

Web Forms – Proposal Submission Package Including: Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit.

Proposer Information Section\*

\*Note – The Proposer Information Section and Form 1 have been posted to BidSync in the form of fillable Microsoft Word documents.

Miami-Dade County ISD Forms Nos. 1DB, 5, 7, 8DB and 9

Exhibit "A" Letter of Agreement (LOA) Small Business Enterprise – Architectural & Engineering (SBE-A/E) Program – SBD Form 105 (Revised 10/14)

*Refer to – Community Business Enterprise (CBE-A/E) Program for the Purchase of Professional Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services  
Implementing Order 3-32*

Small Business Enterprise – Architectural & Engineering Monthly Utilization Report (MUR) Form and Instructions (Revised 10/14/2014)

Exhibit "B" Schedule of Intent Affidavit (SOI) Small Business Enterprise – Goods and Services (SBE-G/S) Program – SBD Form 504 (Revised 10/14)

*Refer to – Small Business Enterprise (SBE) Program for the Purchase of Goods and Services  
Implementing Order 3-41*

Exhibit "C" Schedule of Intent Affidavit (SOI) Small Business Enterprise – Construction (SBE-Const) Program SBD Form 400 (Formerly DBD 400) (Revised 10/14)

*Refer to Community Small Business Program for the Purchase of Construction Services –  
Implementing Order 3-22*

Exhibit "D" SBD Utilization and Assurance Form – Small Business Participation for Design-Build Projects SBD Form 105A (Formerly CBE-CSBE Design-Build Form 105a) (Revised 1/15)

Exhibit "E" Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)

Exhibit "F" Responsible Wages

Exhibit "G" Affidavits Required at Time of Proposal

Exhibit "H" Surety Bid Bond Form

Exhibit "I" Surety Performance and Payment Bonds

Exhibit "J" Draft Contract

Exhibit "K" NOT IN CONTRACT

Exhibit "L" Price Proposal Forms

Exhibit "M" Public Involvement Approach