

Signed: *Basia Pruna*

Date sent to SBD: 8/9/2017

Date returned to DPM:

Revised April 2005

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

**REQUEST FOR PROPOSALS (RFP) No. 00000
FOR
DOCKSIDE CONTAINER HANDLING CRANES AT THE SEAPORT**

PRE-PROPOSAL CONFERENCE TO BE HELD:

TBD at **XXX:00** AM (local time)
Port of Miami, 1015 North America Way, 2nd Floor Conference Room, Miami, Florida 33132

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Miami-Dade Seaport Department

COUNTY CONTACT FOR THIS SOLICITATION:

Basia M. Pruna, Procurement Contracting Manager
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PROPOSAL RESPONSES DUE:

TBD, 2017

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. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Seaport Department, hereinafter referred to as "PortMiami", is soliciting proposals from experienced and qualified firms for the design, fabrication, erection, painting, transportation, installation, testing and commission of three (3) 65 Long Ton Capacity, Super-Post-Panamax, "H" Frame, Dockside, Rail-mounted Gantry Container Handling Cranes (the "Cranes") as the completed and tested structures includes a warranty of the same. Under any Contract issued as a result of this RFP, the County, at its sole discretion, shall have the option to purchase from the selected Proposer up to two (2) additional cranes, specified components and services.

The selected Proposer shall have the Cranes installed and fully operational at the Lummus Island Container Terminal at PortMiami, Miami, Florida, USA, five-hundred fifty-eight (558) calendar days from the date of Notice-to-Proceed (NTP) from the County. The County anticipates awarding a contract for a seven 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 hjwriq@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 words "**Cash Bond**" to mean a certified check or cashier's check furnished by the Selected Proposer in lieu of a Surety Bond for the Performance and Payment Bond covering the same required amounts and providing the same guarantee as contained in the respective Surety Bond. A certified check shall be furnished simultaneously with the respective, completed approved Cash Bond form provided to the Selected Proposer as part of the Contract documents.
2. The words "**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 "**Selected Proposer**".
3. The word "**County**" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The word "**Days**" to mean calendar days.
5. The word "**Material**" to mean all consumables incorporated in the Project, or used/ consumed in the performance of the Work.
6. The words "**Performance and Payment Bond**" to mean a Surety Bond furnished by the Selected Proposer and its Surety as a guaranty of a good faith that the selected Proposer will execute the Work in accordance with the terms and conditions of the Contract.
7. The word "**Proposal**" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Work, and as amended or modified through negotiations.
8. The word "**Port Engineer**" to mean the authorized administrator for the County on any contract issued as a result of this RFP.
9. The word "**Proposer**" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
10. The words "**Scope of Services**" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
11. The word "**Solicitation**" to mean this Request for Proposals (RFP), and all associated addenda and attachments.
12. 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.
13. The words "**Technical Specifications**" and "**Specifications**" to mean the written contents of Section 2.0 Attachment A of this RFP that are strictly of a technical nature.
14. The words "**Work**", "**Service**" and "**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, including, but is not limited to providing all labor, materials and services for the design, fabrication, erection, assembly, painting, commissioning, testing and

transportation of the cranes. As a result of transporting the cranes the Selected Proposer shall re-assemble, re-erect, re-install, re-commission, touch-up the paint (as required), test and provide final certification of the Cranes.

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.

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 **Bonds**

Performance and Payment

Commented [PB(1)]: This will be sent to Risk when we are close to having a final draft in place

With the executed Contract, the Contractor agrees to execute and deliver simultaneously a **Contractor's Performance and Payment Bond** prepared on the applicable bond form(s) attached hereto as Attachment D. The Bond(s), in the amount of 100% of the Contract amount (unless otherwise specified in the Contract Documents) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

A. Surety Bond Qualifications: The following specifications shall apply to proposal, performance, payment, maintenance, and all other types of Surety bonds.

1. All bonds 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 Amount	<u>Best's Rating</u>
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
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

On bond amount of 500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

- a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time a proposal is submitted,
 - b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
 - c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
2. 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.
 3. The attorney-in-fact or other officer who signs a Contract Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida Agent.
- B. Cash Bond Qualifications: The following specifications shall apply to proposal, performance, payment, maintenance, and all other types of Cash bonds.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the Work in strict accordance with this Contract and with the Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified; the said Bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

1. "A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."
2. "A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the

Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.”

3. “No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.”

1.11 **Contract Measures**

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

Commented [PB(2)]: This information needs to still be sent to SBD for review.

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.)

2.0 SCOPE OF SERVICES

2.1 Base Crane and Options

1. Base Cranes

The selected Proposer shall furnish and make fully operational three (3) Cranes, four (4) Spreaders, two (2) Overheight Adaptors and spare parts, in accordance with this Scope of Work and Technical Specifications as listed in (Attachment A), to be installed at the Lummus Island Container Terminal. No additional work except as approved by the County, shall be done by the Selected Proposer. The design criteria, characteristics and features of the Cranes are delineated in the Technical Specifications (Attachment A) attached hereto.

The selected Proposer shall be responsible to provide and pay for all items, labor, facilities and services necessary for proper execution and completion of the Work, temporary or permanent, in accordance with the conditions of any contract issued as a result of this RFP, except as expressly provided otherwise.

2. Option - Higher Stowed Wind Conditions Supplement

As an optional supplement to the Base Cranes – provide the Cranes designed and fabricated for the Higher Stowed Wind conditions as described in Section 3.32 of the Technical Specifications (Attachment A).

3. Additional Crane Components and Services

The County, at its sole discretion, may require the selected Proposer to furnish, install, test and certify additional crane components as requested in the Price Proposal Form and in accordance with the Technical Specifications listed in this RFP.

4. **Option for up to Two (2) Additional Cranes**

The County, at its sole discretion, may require the selected Proposer to furnish and make fully operational up to two (2) additional Cranes, in accordance with the same requirements and Technical Specifications, as the Cranes identified in any agreement issued as a result of this RFP, potentially with the Higher Stowed Wind Conditions Supplement option as stated in Section 2.1, item 2 above.

2.2 **Legal Restrictions, Permits and Traffic Provisions**

The County will waive all fees and charges normally required for the dockage and storage area facilities at PortMiami. The selected Proposer shall comply with all laws, regulations and rules governing working adjacent to such waters as well as with all applicable air pollution and environmental control rules, regulations ordinances and statutes and any materials or equipment that may fall into the water shall be retrieved at the selected Proposer's expense.

The selected Proposer shall be responsible for obtaining local contractor services (as further detailed in Attachment A, Section 8.1.2) as required.

2.3 **Contract Administration**

The Port Engineer will review and approve the design, for conformance with the concept of the Work and with the requirements established in this RFP, or take other appropriate actions. The County's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Port Engineer, or designee may elect to assign PortMiami Capital Development staff and contracted personnel to represent the County as necessary to assist in the administration of any contract issued as a result of this RFP.

Crane consulting engineering services may also be contracted to assist the County in its review of the selected Proposer's performance, or to perform any other services on this Project as needed. All assigned County, consultants and representatives staff will be acting as agents for the County and shall have free access to all documents, materials and work sites at all times. The selected Proposer shall immediately cooperate with the County's Consulting Engineer as it pertains to providing copies of documentation and access for inspections. In addition to these crane consulting engineering services, the County may also contract with inspection and testing laboratories for any services required in the performance of the Work.

The Consulting and/or Crane Engineer will not be responsible for notifying the selected Proposer when to begin, cease or resume work on individual operations, for giving early notice of the rejection of faulty work, for supervising the work, or for serving as an arbiter in establishing subcontract limits between any parts of the work, unless otherwise directed to do so by the Port Engineer.

2.4 **Delivery and Completion of Work**

The selected Proposer shall install fully operational Cranes at PortMiami within 558 calendar days from the date the NTP is issued by the County in accordance with the Technical Specifications. Should the County award any or all of the Optional Items with the initial NTP, no additional time will be authorized for the completion of the Work associated with the Optional Items. The County shall have the option to include the Higher Stowed Wind Conditions Supplement, within 120 calendar days of the issuance of NTP. Should the County exercise this option, a new completion date will be negotiated with the Selected Proposer. The new date shall not exceed 120 calendar days from the originally established date.

2.5 **Submittals**

A. **Project Schedule**

The selected Proposer shall submit the final proposed Project Schedule (as defined in Attachment A, Section 6.3) to the Port Engineer for review and approval. The Project Schedule shall detail principal activities at the site(s) of the Work as well as off-site activities including, but not limited to planning, design, drawing submittals, fabrication, erection, assembly, transport of goods to Work sites, re-installation, painting (if needed), re-commissioning, final testing, certification and hand-over of Cranes for commercial operation in accordance with all requirements herein and with the Technical Specifications. The Project Schedule shall delineate all milestones, details and interface of activities necessary for the successful completion of the Work within the time specified herein. All schedule issues shall be addressed and resolved prior to the Pre-design Conference (Kick-off Meeting)

that shall be held no later than twenty-five (25) calendar days after the NTP is issued. The selected Proposer shall assist the Port Engineer and Representative staff in reviewing and analyzing said schedule.

The selected Proposer shall promptly advise the Port Engineer in writing of any milestone or occurrence requiring revisions of or deviation from the schedule and shall furnish a revised schedule within five (5) calendar days of such (prior to) occurrence for approval. Approval from the County shall be obtained in writing. A new completion date and/or milestone date will be reflected on the newly approved schedule. The County has the right to disapprove the requested schedule change, in this case, the Contractor shall in no way waive any of the requirements for Contract completion time, or relieve the selected Proposer of any of his obligations under any Contract issued as a result of this RFP.

The selected Proposer shall provide the Port Engineer Submittals in accordance with the Project Schedule and Technical Specifications for review and approval. Should the selected Proposer proceed with procurement of materials, parts, components and fabrication prior to approval by the County; the selected Proposer shall do so at its own risk. County review of design drawings will include the general scheme and character of the details, but not the checking of dimensions, nor will such review relieve the selected Proposer from the responsibility of executing its Work in accordance with the Contract drawings and Specifications.

B. As-built Drawings and Manuals

The selected Proposer shall furnish as-built drawings, calculations, test results and maintenance and operations manuals as specified in the Technical Specifications (Attachment A, Section 6.4).

2.6 On Site Inspections at Manufacturing Facility

The Port Engineer shall conduct inspections of materials, equipment and any Work in progress, make comments and approve Work during each phase of the Work including the design, fabrication, erection, (assembly, commissioning, testing) at the different fabrication and assembly sites where the Work is being performed, at loading and at delivery of the Cranes to the Port specified in the Technical Specifications (Attachment A). Additionally, prior approval at any fabrication, manufacturing, assembly and erection site of any Work herein, shall not relieve the selected Proposer from complying with the Technical Specifications and repairing any defects or deficiencies found throughout the execution of the Work.

2.7 Delivery Site, Staging, Re-erection and Clean Up

The selected Proposer will be provided a delivery site (as defined in Attachment A, Section 8.5.7) to unload the Cranes and perform all Work to make the Cranes operational for commercial use. The use of the delivery site is strictly limited to Work as specified herein the Technical Specifications and for the specific time required to perform this said work as detailed throughout this solicitation. The dockage is limited to the unloading operation of the Cranes as approved by PortMiami's Berthing Office and the United States Coast Guard. The County will provide an adjacent or nearby Staging Area for equipment and crane components staging, re-erection of the Cranes, assembly, final commissioning, testing and certification of the Cranes as required prior to final installation on the gantry wharf crane rails (as further described in Attachment A, Section 8.6.)

The Contractor shall be responsible for all Work and management of and within the Delivery Site for as long as the Contractor is afforded the Delivery Site. The upkeep and control of the Cranes and all other equipment and materials within this site is the responsibility of the Contractor. All Work performed within the site shall be directly coordinated with the County's Representatives.

The selected Proposer shall remove from the Port of Miami property all excess materials and debris resulting from the Work. All disposal functions must be in accordance with applicable codes and regulations. The Work Site shall be kept clean during the progress of all Crane Work. The selected Proposer shall provide sufficient sanitary facilities and trash containers as needed. Upon Completion of all Work at the Port of Miami, the selected Proposer's shall hand over the Delivery Site to the Port in the same condition in which it was initially provided.

The selected Proposer shall take whatever measures are necessary to avoid causing paint over-spray during painting and the creation of undue dust on surrounding premises. The selected Proposer shall be responsible for any damage caused by all Work performed by the selected Proposer including paint over-spray or dust from its operations. The Port Engineer's opinion will be the determining factor in reviewing these matters.

2.8 Testing

The selected Proposer shall provide the necessary material certifications and perform all testing in accordance with all applicable codes, industry standards and the herein Technical Specifications. Certificates of inspection of testing shall indicate if that portion of the work inspected and/or tested meets the minimum requirements of the standard of regulation(s) specified. Certificates shall include the name of selected Proposer, project name, description of inspection and/or test performed, time period in which said activity(ies) was performed, detailed results, printed name and signature of qualifier, and location and date of inspection or test.

The County reserves the right to retain the services, at the County's expense, of a professional material testing and inspection firm to carry out inspections and tests on an as needed bases of Crane components, assemblies and fabrication processes before and after incorporation into the Crane works as further defined in (Attachment A)- Technical Specification.

If any test(s), whether performed by representatives of the selected Proposer or the County, show that any part of the works, materials or components that have been assembled, or any materials or components to be incorporated therein, do not meet the standards as set forth in this RFP, the County shall have the option to reject all the materials and works associated with the components. Rejected materials, works and components shall be removed and replaced with materials, works and components in accordance with the Technical Specifications of this RFP and as approved by the Port Engineer. Rejected or non-conforming items will not be paid for by the County until the non-conformance is removed and its replacement has been assembled, installed as required by this RFP and approved by the Port Engineer.

A quality assurance (QC/QA) program approved by the County shall be followed by the selected Proposer as specified in the Technical Specifications (Attachment A, Section 7.2). Any non-conformance with the quality assurance plan will be cause for rejection of the materials, parts components and/or Work in question unless a solution is offered to the County, which is acceptable to the Port Engineer.

2.9 Responsibility for Deviations

The County's review of design drawings, material or equipment shall not relieve the selected Proposer of its responsibility for any deviation from the requirements of this RFP, unless the selected Proposer has specifically informed the County in writing of such deviation at the time of submission and the County has given written approval for the specific deviation. Additionally, the selected Proposer shall not be relieved from its responsibility for errors or omissions in the design calculations, design shop drawings, materials, fabrication, components, assemblies, quality control, erection, painting, commissioning, testing, certifications, equipment failures and/or the Cranes' operational requirements by the County's review thereof.

2.10 Method and Times of Payment

All monetary transactions shall only be performed in United States Dollars (USD) without exceptions.

Payment Milestones

Schedule for the payment of Cranes:

1. Ten percent (10%) of the NTP value will be paid within thirty (30) days of issuance.
2. Ten percent (10%) of the NTP value will be paid within thirty (30) days from of the Port Engineer's acceptance and approval of the Final Design Drawings prior to commencement of fabrication.
3. Forty percent (40%) of the NTP value allocable to each crane will be paid upon loading and securing an erected crane (fully/partially), pre-commissioned and tested Crane in accordance with the Specifications, on the crane delivery vessel and the presentation of the shipping documents associated therewith. If shipping occurs after the approved date shown on the Project Schedule, \$15,000 (fifteen thousand United States Dollars) per crane, times the number of days late, will be withheld from this payment as a reserve. These funds will be paid upon completion of the Work as scheduled.
4. Thirty percent (30%) of the NTP value allocable to each crane shall be paid upon successful completion of the Delivery, Re-Commissioning, Final Testing and Certification against the presentation of "Substantial Completion of Work" of each crane plus any deductions for reserve from the payment as detailed in item No. 3. The payment in item No. 4 above will be subject to the delivery and unloading schedule as defined in the Technical Specification (Attachment A) Section 8.5.6. The payment in item No. 4 above shall be reduced by the prevailing tariff times the number of calendar days, beyond the days indicated in said Sections, if applicable, that the ship occupies the gantry berth. In any case, the Port reserves the right to re-assign the berth of the ship, keep the same berth, or order the delivery ship out to anchor.

5. The Port Engineer or his representative(s) shall perform a final complete inspection and test the Crane(s) as specified in but not limited to the Technical Specifications (as further defined in Attachment A, Section 8.8) for compliance with any Contract issued as a result of this RFP. The remaining balance, of the NTP value allocated to each Crane will be paid once the presentation of the "Final Acceptance Certificate" is received.

Milestone payments made by the County to the selected Proposer are not an admission by the County that the Work quality is satisfactory.

2.11 Calculations

Calculations for the design of the Cranes will be provided as required herein and in accordance with the Technical Specifications (Attachment A).

2.13 Field Office

The County shall provide the selected Proposer with suitable field office space (as further described in Attachment A, Section 8.6.10) for its use as well as for the County's Project Representative(s) near or at the Crane Staging Area.

2.14 Seaport Security

The selected Proposer shall comply with PortMiami security requirements, including such requirements as to inspection of vehicles entering and leaving the secured area(s) of the Port and personnel identification badge as required by Chapter 28-A of the Miami-Dade County code. (See Exhibit D - Form of Agreement).

2.15 Traffic Control

The selected Proposer shall be responsible for traffic control and maintenance of safety devices surrounding the Work site which are necessary to adequately warn port users, other contractors and County personnel working at or near the site that Work is in progress and caution is to be exercised. The selected Proposer shall follow FDOT (Florida Department of Transportation) MOT (Maintenance of Traffic) requirements as approved by the Port Engineer at the Delivery Site. The selected Proposer shall manage the barricades and safety tape(s) required. All work related with Traffic Control and management shall be directly coordinated with Port operations.

2.16 Safety

The selected Proposer shall maintain throughout the duration of the Work a Safety Officer in accordance with the Technical Specification (Attachment A, Section 2.13)

2.17 Training

The selected Proposer shall provide training in accordance with the Technical Specification (Attachment A, Section 6.1)

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.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of five hundred seventy-five (575) points per Competitive Selection Committee member.

Technical Criteria		Points
1.	Proposed Cranes, Design, QA/QC Plan and Proposer's approach to meeting the Project Schedule.	90
2.	Proposer's Past Performance.	80
3.	Proposer's Relevant Experience and Qualifications.	60
4.	Proposer's Relevant Experience and Qualifications of Key Personnel, Including Key Personnel of Subcontractors, that will be assigned to this Project, and Experience and Qualifications of Subcontractors.	50
5.	After Sale Support Program	40
6.	Total Cost of Ownership and Approach to Cost Control: Acquisition Cost, Repairs Cost, Preventive Maintenance Cost, Spare Parts Cost, Downtime Cost and Electricity Consumption Cost.	40
7.	Approach to Providing Services	40
8.	Training Program	25
Price Criteria		Points
9.	Proposer's proposed price	150

4.3 Oral Presentations

Upon evaluation of the 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.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development 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.

4.5 Local Certified Veteran Business Enterprise Preference

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

4.6 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.

4.7 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.

4.8 Negotiations

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

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

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with 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.

4.9 **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.

4.10 **Rights of Protest**

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

5.0 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.

6.0 ATTACHMENTS

ATTACHMENT A – Technical Specifications

ATTACHMENT B – Price Proposal Schedule

ATTACHMENT C – Form of Agreement

ATTACHMENT D – Bond Forms

ATTACHMENT E– Proposer Experience Performance Data Sheet

ATTACHMENT F– Proposed Crane Technical Data Summary

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.