



To: Honorable Mayor and Village Council

Date: November 7th, 2016

From: Edward Silva, Village Manager

Re: Roadway and Complete
Infrastructure Improvements (Franjo
Road Project) (RFP No. 1516-11-003)

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF SHORES DEVELOPMENT, INC. TO BUILD ROADWAYS AND COMPLETE INFRASTRUCTURE IMPROVEMENTS KNOWN AS "THE FRANJO ROAD PROJECT"; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH SAID COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

The vision of Down Town Palmetto Bay is a place where everyone can come and walk around shop, and dine all in the same area. In order to accomplish that vision, streets need to be improved and start the urbanization ambiance with wide sidewalks, inviting landscape and sitting areas. The ("Franjo Road Project") will be the ground breaking project for this transformation. Franjo Road along with SW 180th Street, SW 179th Street, SW 178th Street and a new Park Drive will be completely improved, remodeled and a great place to live, work and play.

BUDGETARY IMPACT:

Funding for this has been appropriated, as follows:

The project once awarded will cost \$10,852,000. Funding in the amount of \$9.2 million is provided in FY 2016-2017 Capital Improvement Budget. The Village has funding available and budgeted for this item under "Special Revenue Funds – Street Sign Bond in an amount not exceed \$1.7 million and General Obligation Bond (GOB) in an amount of \$7.5 million. The balance of funding in the amount of \$1,652,000 is needed for 100% completion of this capital improvement project and will be funded from General Government Fund Balance in FY 2017-2018.

Total Cost:	Lump Sum \$	10,342,000.00
	Optional Items List From Proposal \$	510,000.00
	Total with Options \$	<u>10,852,000.00</u>

RECOMMENDATION:

Approval is recommended in accordance with the Village's procurement policies.

Franjo Road Project

November 7, 2016

Page 2 of 2

- Attachments:
1. Proposal Submitted – RFP 1516-11-003
 2. Signed Recommendation, Bid Tabulation, Examiners Score Sheets
 3. Shores Development, Inc.
 4. Acosta Tractors, Inc.
 5. State Consulting & Engineering
 6. Weekly Asphalt Paving, Inc.

1 RESOLUTION NO. 2016-_____

2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
5 CONTRACTS; APPROVING THE SELECTION OF SHORES
6 DEVELOPMENT, INC. TO BUILD ROADWAYS AND COMPLETE
7 INFRASTRUCTURE IMPROVEMENTS KNOWN AS "THE FRANJO
8 ROAD PROJECT"; AUTHORIZING THE VILLAGE MANAGER TO
9 ENTER INTO CONTRACT NEGOTIATIONS WITH SAID COMPANY;
10 AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by
11 Administration)

12
13 WHEREAS, the Village of Palmetto Bay advertised a bid on May 4, 2016 to seek
14 proposals for roadway and complete infrastructure improvement known as "The Franjo
15 Project", and

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17 WHEREAS, on June 7th 2016 the Village of Palmetto Bay received four proposals for
18 the project ; and

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20 WHEREAS, a committee was assigned to review the proposals based on content of
21 said proposals and presentations; and

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23 WHEREAS, a letter of recommendation was approved by the Village Manager to
24 present to Council for selection; and

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26 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF
27 PALMETTO BAY, FLORIDA, THAT:

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29 Section 1. Funding for this has been appropriated, as follows: The project once awarded will
30 cost \$10,852,000. Funding in the amount of \$9.2 million is provided in FY 2016-2017 Capital
31 Improvement Budget. The Village has funding available and budgeted for this item under
32 "Special Revenue Funds – Street Sign Bond in an amount not exceed \$1.7 million and General
33 Obligation Bond (GOB) in an amount of \$7.5 million. The balance of funding in the amount
34 of \$1,652,000 is needed for 100% completion of this capital improvement project and will be
35 funded from General Government Fund Balance in FY 2017-2018.

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37 Section 2. The Village Manager would like to enter into contract negotiations with Shores
38 Development, Inc.

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40 Section 3. The Village Council approves the selection of Shores Development, Inc.

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42 Section 4. This resolution shall take effect immediately upon approval.

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45 PASSED and ADOPTED this 7th day of November, 2016.

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Attest: _____
Missy Arocha
Village Clerk

Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND
RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Katryn Cunningham _____
- Council Member Tim Schaffer _____
- Council Member Larissa Siegel Lara _____
- Vice-Mayor John DuBois _____
- Mayor Eugene Flinn _____

REQUEST FOR PROPOSAL
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Roadway and Complete Infrastructure Improvements (Franjo Road Project)

RFP NO.:

1516-11-003

DUE DATE:

Tuesday, June 7th, 2016 at 3:00pm (Municipal Building)

ISSUED:

Wednesday, May 4th, 2016

CONTACT PERSONS:

Corrice Patterson
Director of Public Service
Village of Palmetto Bay
CPatterson@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Finance Department
LPittser@palmettobay-fl.gov

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SECTION 1.0: Advertisement



Village of Palmetto Bay

REQUEST FOR PROPOSALS (RFP)

Roadway and Complete Infrastructure Improvements
(Franjo Road Project)

No. 1516-11-003

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide design and construction of Franjo Road complete infrastructure improvements generally from the northbound lanes of US-1/ South Dixie Hwy to 184th Street. These services are to be provided with certain performance measures defined by this RFP which will include qualifications.

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, no later than 3:00 p.m. on or before June 7th, 2016 at which time they will be publicly opened and announced. **A mandatory meeting will take place at Municipal Hall located on 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157, followed by a site tour on Tuesday, May 17th 2016 at 10:00 am.**

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under Bids and RFP's. Please submit an original, five (5) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Roadway and Complete Infrastructure Improvements - Franjo Road Project RFP # 1516-11-003"**. *A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Request for Proposals (RFP).* The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser at LPittser@palmettobay-fl.gov or 305-259-1234.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Contractors can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

SECTION 2.0:

Introduction

General

Downtown Palmetto Bay is the key economic development priority for the Village and other South Dade area stakeholders and developers who have already expressed a great interest in investing in the area, upon the completion of the Village's infrastructure projects to respond to the development market. Therefore, it is critical for the Village of Palmetto Bay that Franjo Road be completed in an expedited fashion.

The Village plans to select a qualified Design/Build Team to define scope, develop design documents, estimate costs, evaluate means and methods, sequence construction, schedule and construct improvements. Following the completion of scope definition and concept design, the Village expects to negotiate a guaranteed maximum price (GMP) contract with the Design/Build Team for construction improvements. If negotiations cannot be successfully completed, the Village will negotiate with the next highest ranked Design/Build Team or bid the work in the conventional manner.

Estimated Schedule

The Village anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Request for Proposals Legal Advertisement	May 4 th , 2016	
Mandatory Pre-Proposal Meeting Village of Palmetto Bay Municipal Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	May 17 th , 2016	10:00am
Last Date for Submittal of Written Questions Prior to Proposal Due Date	May 27 th , 2016	3:30pm
Proposals Due Attn: Meighan Alexander, Village Clerk Municipal Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	June 7 th , 2016	3:00pm or earlier

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.00 Requirement to Meet All Provisions

Each Contractor submitting a proposal (Contractor) shall meet the terms and conditions of the Request for Proposals (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Contractor acknowledges agreement with and acceptance of all provisions of the RFP specifications.

3.01 Errors and Omissions in RFP

Contractors are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Contractors are to promptly notify the Village's Procurement Specialist, in writing, if the Contractor discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Finance Department
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Friday, May 27th, 2016 at 3:30pm.

3.03 Addenda to RFP

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify Contractors in a timely manner of modifications to the RFP. Notwithstanding this provision, the Contractor shall be responsible for ensuring that its submittal reflects any and all addenda issued by the

Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.04 Proposal Withdrawal and Opening

A Contractor may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Contractor unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Contractors who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. All proposals will be opened and declared publicly. Contractors or their representatives are invited to be present at the opening of the proposals.

3.05 Revision of Proposal

At any time during the submittal evaluation process, the Department may require a Contractor to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a Request for Proposals; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.

3.07 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or take action on account of any failure by a Contractor to observe any provision of this RFP.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Contractor, lobbyist, or Contractor and the Procurement Specialist named herein Contractor solicitation is exempt from the Contractor Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Contractor prior to the execution of a contract, including but not limited to costs incurred by the Contractor as a result of preparing a response to this RFP.

Contractors are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Contractor’s risk.

3.10 Certification:

The signer of the Response (to this RFP) must declare by signing all the required forms Contractor included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Contractor/Contractor List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit/Independent Affidavit
9. Ownership Disclosure Affidavit

10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Contractor Past Contract Disqualifications
13. W-9

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection. If in the event that additional information is needed due to a public request and the Village does not have that information on file, the Contractor will be responsible to have the information available for the Public Request under Section 119 of F.S. Public Record statute.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Contractor is awarded.

3.13 Insurance

Upon Village's notification of award, the Contractor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Contractor liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Contractor shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Service Department, 9495 S.W. 180 Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Contractor shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.16 Submittal of One Proposal Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Contractor submitting a proposal, or who has quoted prices on materials to such Contractor, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Contractors submitting proposals.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Contractor. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Contractor to comply with the particular term and/or condition of the solicitation to which Contractor took exception. Failure to comply may be cause for rejection of the proposal.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Litigation

All Contractors shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Contractor, any of its employees, or sub-Contractor has been involved in within the last three (3) years.

3.21 Sub-Contractor

If any Contractor submitting a proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting Contractor(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

3.22 Indemnification

The Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals or sub-contractor. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.23 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new. The items RFP must be new, the latest model, of the best quality, and highest grade workmanship.

3.24 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.25 Force Majeure

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.26 Work Delays

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.27 Bid Guaranty

Bid must be accompanied by a bid guaranty in the form of a certified bank check (payable to the Village of Palmetto Bay) or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding \$50,000.00 a bid guaranty is not required.

The Bid Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Village believes to have a reasonable chance of receiving the award may be retained by Village until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Village to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

3.28 PERFORMANCE AND MAINTENANCE BONDS

Within ten (10) days of the award of contract, the Contractor shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the Village of Palmetto Bay. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding \$50,000.00 a performance and maintenance bonds are not required.

- a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.
- b. A Labor Payment Bond

END OF SECTION

SECTION 4.0: Scope of Services

4.00 Scope of Work

The Village of Palmetto Bay is seeking qualifications from Design/Build Teams for design and construction of Franjo Road complete street infrastructure improvements generally from the northbound lanes of US-1/ S. Dixie Highway to SW 184TH Street. Downtown Palmetto Bay lies on the eastern border of the Village, and it is encompassed by US-1 to the West and approximately SW 94th Avenue to the East, with Richmond Drive to the North and Eureka Drive to the South. With this project, Palmetto Bay expects to experience significant growth in its downtown corridor as the Village seeks to create an environment that will attract investment to its downtown area and serve as a catalyst for the redevelopment of what is now a cluster of underutilized and neglected public streets and private properties.

The scope of work on Franjo Road includes full reconstruction of 2,300 linear feet on Franjo Road from SW 184th Street to the northbound lanes of US-1 and acquisition of (3) new streets SW 178th Street, SW 179th Street and 95th Avenue (Park Drive) and (1) renovation to existing street which is SW 180th incorporating an new bike lane and street parking as required ROW to create new street grid. Reconstruction and design of the roadway infrastructure improvements to include, milling and resurfacing Franjo Road from SW 184th Street to the northbound lanes of US-1, traffic circle / roundabout, bike lane, new streets SW 178th Street, SW 179th Street and Park Drive, installation of turn lanes, paver on street parallel parking, and pedestrian circle. All streets will include bike lanes except for 179th Street. Additional infrastructure improvements will include new Americans with Disabilities Act-compliant curb ramps, decorative paver sidewalk pattern upgrades, repairs to damaged driveway aprons, new striping and paver crosswalks with Palmetto Bay inset, installation of street lights including conversion of non-historic streetlights to LED lights, signage improvements (entryway signage), landscaped medians, clock tower (optional), information kiosk (optional), and street furnishings. Details of recommended improvements are categorized in the table below.

Hardscape	Widened sidewalks, dedicated bike lanes, brick pavers, crosswalks, intelligistreet light posts, furnishings, bollards
Drainage	Will be tied to the main sewer lines and go straight to sewer

Street Improvements	reconfigured streets with landscaped center island, on-street parking, pay stations, detailed crosswalk with LED lights & stencil paint "Village of Palmetto Bay", street signage & wayfair signs
Infrastructure Improvements	Watermain extension, specific sewer lateral upgrades, undergrounding utilities on Franjo Rd. and underground power lines
Transit Stops	bus shelters with solar panel roofs, bus storage for local commuter bus, integration with MOTA bus system, signage (OPTIONAL)
Landscaping	removal, relocation, new landscaping and irrigation according to design using cisterns, street lights using intelli-system lighting, water feature near Park Drive and LED lighting features
Traffic Circle	new traffic circle to create a focal point at the intersection of SW 181 st Terr and Franjo Rd. with contrasting pavers, landscaping, lighting and plumbing for future water feature.

4.01 Project Goals

The Village of Palmetto Bay intends to procure a design-build team to design and construct the Project with emphasis on the following goals:

- To provide high-quality infrastructure for Village residents and travelling public
- To use sound engineering and construction principles to evaluate innovative approaches and cost saving measures to optimize the available resources
- To use expertise of the design-build team to achieve schedule efficiencies to complete construction in 2016

4.02 Preliminary Engineering Information

In support of the project, Village administration has performed limited preliminary design work to assist the design-build team selected for the project. These documents are preliminary in nature. The selected Design-Build team is expected to perform reasonable due diligence to confirm the accuracy of the information. Any concerns regarding the information should be reported to the Village. All teams responding to the Request for Qualifications have access to the preliminary documents. A list of those documents is included in this RFP as Appendix "A" "INDEX OF REFERENCE INFORMATION DOCUMENTS". Electronic copies of the documents may be obtained at www.palmettobay-fl.gov under Bids & RFP's just choose this solicitation and the .pdf's are there for the actual solicitations and all of Appendix A. Any addendums to this solicitation will be posted there as well.

4.03 Submittal of Design-Build Proposal and Qualifications

a. Qualifications/Project Experience:

- i. The Design-Build Team shall demonstrate their capabilities and competence in providing design/build services for roadway and complete street infrastructure improvements. The team shall demonstrate their capabilities both in their respective fields but also as a team. Include a summary of similar projects for the last five (5) years. Each summary shall describe unique contributions by the Design/Build Team including, but not limited to: design and construction expertise, evaluation of different construction methods or approaches, schedule efficiency and cost savings. Highlight participation by key staff that will be assigned to this Project. Submittals shall also include experience in the design-build methodology in context with roadway and complete street infrastructure projects. Each project description shall contain at a minimum the following information:
 1. Project and Owner's name;
 2. Contact Information (including phone number);
 3. Description of Project;
 4. Schedule and Completion History;
 5. Innovative Approach(es);
 6. Cost Saving Measures Implemented;
 7. Preliminary and Final Project Costs;
 8. Change Order History; and
 9. Litigation Experience in Project.
- ii. The Design/Build Team shall include a registered Professional Engineer licensed in the State of Florida that is familiar with FDOT, Miami-Dade County, and Village of Palmetto Bay specifications and regulations. Proposals shall include any experience your firm has with necessary permitting, schedule negotiation, and compliance with industry requirements.
- iii. The Design/Build Team shall include a registered Land Surveyor licensed in the State of Florida for surveying services including but not limited to:
 1. Document preparation necessary for acquisition of easements and/ or right of way;
 2. Field Surveys; and
 3. Horizontal and Vertical Control.

iv. The Design/Build Team shall be authorized to work in the State of Florida and the Village of Palmetto Bay.

b. Project Approach:

The Design/Build Team shall demonstrate an understanding of design/build contracting and present a brief summary of the Design/Build Team's approach to accomplishing the work under a Design/Build contract. Include a description of the largest hurdles that you believe the Design/Build team will have to overcome on the project and how you intend to proactively address these challenges.

c. Key Project Staff:

Provide a detailed resume for all key project staff members. Include a description of their roles based on your current understanding of the project scope. Explain the role of the firm's ownership in the project organization.

d. Safety Record:

Provide the Design/Build Team's OSHA reportable accident rate and current workmen's compensation multiplier (modifier factor) for the last ten years.

e. Possible Subcontractors:

Based on your understanding of the work, provide a list of possible subcontractors (i.e., structural, etc.). Describe projects that the Design/Build Team and subcontractors have performed in concert. Provide references for similar work in which these subcontractors have worked for your company.

f. Guarantees:

Explain the nature of, and how your firm will convey the following guarantees to the owner:

1. Price guarantee;
2. Improvements performance guarantee; and
3. Contract performance guarantee.

g. Experience:

Detail any experience that your Design/Build Team has working with FDOT, Miami-Dade County and the Village of Palmetto Bay. Include any experience your Team has in permitting, schedule negotiation, and compliance with each above mentioned agency requirements.

h. Financial Statement:

Provide in a separate, sealed envelope a recent financial statement (audited, if possible) including balance sheet and income statement showing the items listed below. This information will be reviewed by Village Attorney after short-list is determined.

1. Current assets;
2. Other assets;
3. Current liabilities;
4. Other liabilities; and
5. Fixed equipment and assets.

i. Bonding Reference:

Provide the name, address and phone number of the Design/Build Team's bonding agent. Provide a letter from the bonding agent indicating the Design/Build Team's bonding capacity is adequate to undertake this work. Customary bonds will be required for the Design/Build Team for this Project. The Design/Build Team shall furnish all required bonds in a form acceptable to the Village.

j. Insurance Reference:

Provide the name, address and phone number of the Design/Build Team's insurance agent(s). Provide a certificate of insurance outlining coverage and policy limits. The Village and Engineer must be listed as an additional insured. Can this coverage be extended for work on this Project? Can coverage be increased? Are there any current claims that will affect coverage limits available to the Village for this Project?

END OF SECTION

SECTION 5

5.0 Evaluation and Selection Process

Selection Committee

A Selection Committee comprised of Village Staff, Miami Dade County Traffic Engineer, a liaison from Florida Department of Transportation, and DRTF committee member will evaluate the responses. The Selection Committee will review the Statements of Qualifications and short list those teams selected for an interview. The Village will also check references and may visit facilities constructed by short-list Design/Build Teams prior to making a selection.

5.1 Evaluation

All Proposals submitted in response to the RFP will be reviewed and evaluated to ensure Respondents meet the minimum technical requirements as provided below. Proposals not meeting the minimum technical requirements will not be given further consideration. Information contained in the RFP shall be clear and concise and shall sufficiently document the Respondent's qualifications and experience which allows the Village to determine compliance with the minimum technical requirements.

The minimum technical requirements are:

- A. Experience of the firm and contractor- must show evidence of prior design and construction experience on governmental projects. Indicate the firm's number of years of experience in the required professional services. Licenses and any other pertinent information shall be submitted. Contractors must submit all Licenses and certifications attained by Miami-Dade County, State of Florida and/or any governmental entity. Proposer shall provide its current work load for the next six months and available staffing plan.

- B. Personnel- qualifications, experience and commitment of assigned staff. The project manager, lead architect, project superintendent and key support staff assigned to the project must be specifically identified, and their specific roles delineated.

C. Project Implementation- demonstrate ability to design and develop the project of a similar magnitude within budget and on schedule. Respondents shall provide a list of no more than two (2) projects out of the five (5) references showing the size and purpose of the facility, projected versus actual schedule, and estimated to actual project costs.

Once Proposals are reviewed and determined to have successfully met the minimum technical requirements as provided above, the Village will organize a Selection Committee to evaluate the remaining Proposals in accordance with the Evaluation Criteria set forth below. **(Total Available Points-100)**

EVALUATION CRITERIA	MAXIMUM RATING POINTS
1. Evidence of the architect/engineer part of the team's ability to perform the work as indicated by profiles of principals and staff's professional and technical competence and experience.	10
2. Evidence of the Contractors' ability to comply with a design specified in the project scope	15
2. Evidence of the Contractor's ability to perform and complete the construction as indicated by its technical competence, experience and the ability to complete the project on schedule	20
3. Capability and capacity to provide the required professional services for all required components	10
4. Approach to design, organization of the design-build team, construction administration, and construction activities with specific attention to previous coordinated effort between team members.	15
5. Experience based on (5) references submitted with the same level of magnitude for this project	10
6. Quality and appropriateness of design and engineering, as evidenced by similar projects. Points shall also be awarded to firms who have received awards for their design(s) and are FDOT certified	10
7. The quality of the references, their relevancy to the scope of services and the degree to which the reference checks provide affirmation of the Respondent's competence and appropriateness for the project	10
Total Points not to exceed 100 pts	

5.2 Mandatory Pre-Proposal Meeting:

A **mandatory** pre-proposal meeting will be held on **Tuesday, May 17th, 2016** at **10a.m.** local time. The mandatory pre-proposal meeting shall be held at the **Village of Palmetto Bay Municipal Hall, 9705 E. Hibiscus Street**, Palmetto Bay, Florida 33157. Visits to the project site shall be conducted at the conclusion of the mandatory pre-proposal meeting.

Failure to attend the pre-proposal meeting shall disqualify Contractor

At the pre-proposal meeting, representatives of the Village will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP documents which have been submitted in writing and received by the Village at least five (5) business days prior to the pre-proposal meeting will be addressed. To the extent possible, the Village will also consider other questions or concerns that may be raised at that time. After the pre-proposal meeting, the Village may prepare written documentation to answer questions which were addressed at the pre-proposal meeting which relate to interpretation of, or changes to, the RFP documents which the Village deems appropriate for clarification and will be provided to all who attended the mandatory pre-proposal meeting, as documented by the signature and contact information provided on the sign-in sheet.

5.3 Preparation of Proposals:

1. Contractor will need to provide (5) copies, (1) original and an electronic copy of their bid either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this bid. Additional copies may be requested by the Village at their discretion.
2. Sealed Proposals will be submitted in one package marked "Roadway and Complete Infrastructure Improvements (Franjo Road Project)" RFP 1516-11-003 to include the name of company, address, contact person and phone number. The package with the proposals inside should be sent to:

Mrs. Meighan Alexander, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

All Contractors are reminded that it is the sole responsibility of the Contractor to ensure that their Proposal is time stamped in at Village Hall prior to **3 p.m., local time, on June 7th, 2016**. The Village's time/date stamp will be considered as the official time. Failure of a Contractor to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Contractor to be deemed non-responsive and the Proposal shall not be considered for award.

3. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Contractor in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by the Contractor to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Contractor and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

5.4 Preparation of Proposals:

1. Introduction Letter

A letter introducing the Company to include the corporate name (if applicable), address and telephone number of principal office, number of years in business and size.

2. Experience

Contractor shall have a minimum of five (5) years of successful experience in providing design and build from the ground up. A summary of the most recently awarded and constructed comparable jobs, for the past five (5) years shall be provided. This record shall show the name of the company owner and/or representative, address, a contact/reference person with phone number, and email contact information. Contractor/Contractors shall provide five references for the jobs summarized.

3. *Financial Stability*

Contractor shall demonstrate financial stability. Contractor shall provide a statement of the Contractor's financial stability, including information as to current or prior bankruptcy proceedings for the past five (5) years. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

4. *Litigation History*

Contractor shall provide a summary of any litigation or arbitration that the Contractor/Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Contractor/Contractor it determines to be excessively litigious.

5. *Insurance Requirement*

Contractor shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that Contractor is able to obtain the required insurance and that Contractor shall add the Village as an additional insured.

6. *All Documents in Section 6.0*

Must submit all the required documents as stated on this RFP which will be located in Section 6.0 of this proposal.

7. *Addenda*

The Contractor shall complete and sign the Acknowledgment of Addenda (entitled Acknowledgment of Addenda) and include it in the Proposal in order to have the Proposal considered. In the event any Contractor fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

8. *Price Sheet for Project (Exhibit 2)*

Contractor will fill in the cost detail sheet and submit with proposal.

9. Contractor will provide the Bid Bond of 5% and the Bid Security form.

END OF SECTION

SECTION 6.o: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

SUB-CONTRACTOR LIST

Contractor shall list all proposed Sub-Contractor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Contractor Name	Address	Telephone and Fax

END OF SECTION

REFERENCES

Each proposal must be accompanied by a list of at ***least five (5)*** references, which shall include all the information requested below:

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM



Solicitation Information: Roadway and Complete Street Infrastructure “Franjo Road Project”
Request for Proposals No. 1516-11-003

Name of Contractor: _____

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. submission and by providing you with this document the vendor is requesting that you provide the following reference information below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

Length of Contract: _____

Would you enter into a contract with the Contractor/ Proposer in the future? Yes No

Were the services provided acceptable and of quality standards: Yes No

Was the Contractor/Proposer responsive to your requests and resourceful with the task? Yes No

Did the Contractor keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Contractor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Contractor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Contractor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Contractor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor, if the Contractor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

_____ being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____ the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Contractor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in _____ the _____ proposed _____ Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

Continued on next page.