



Town of Surfside

REQUEST FOR PROPOSAL "Parking Garage Feasibility Study" RFP # 2012-001

The Town of Surfside is requesting sealed proposals from qualified licensed and experienced firms for a Parking Garage Feasibility Study.

PROPOSAL SUBMISSION

Proposals will be received by sealed envelope in the office of the Town Clerk, 9293 Harding Avenue, Surfside, Florida 33154 until 2:00 P.M. Friday, March 9, 2012 at which time they will be opened and read by the Town Clerk. Proposals received after this time will not be considered and no time extensions will be permitted. Please clearly mark proposals:

PARKING GARAGE FEASIBILITY STUDY REQUEST FOR PROPOSAL

Copies of this Proposal Document may be obtained on the Town's web site under the link at www.townofsurfsidefl.gov.

FOR INFORMATION

For information on this Request for Proposal, contact Assistant Chief John Di Censo at jdicenso@townofsurfsidefl.gov. All questions must be submitted in writing.

ACCEPTANCE, REJECTION and CANCELLATION

The Town of Surfside reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage and benefit to the Town. The Town also reserves the right, in its sole and absolute discretion, to cancel this Request for Proposal at any time.

RFP #2012-001
Town of Surfside, Florida
Public Notice

SUBJECT: Request for Proposal (RFP) from qualified and experienced firms for a Parking Garage Feasibility Study. RFP# 2012-001

The Town of Surfside invites you to submit an original Proposal (clearly marked) and five (5) copies in response to our Request for Proposal. All submissions and inquiries must be addressed as outlined in the RFP.

The proposals are to be submitted in a sealed envelope clearly marked Important, Bid Enclosed bearing the name of the proposer, and the address as well as the title of the RFP, no later than 2:00 PM Friday, March 9, 2012. Mail or hand deliver your proposal to:

Town of Surfside
Town Clerk
9293 Harding Avenue
Surfside, Florida 33154

The RFP is being issued by the Town Manager's office. All questions or clarifications will be discussed in a mandatory pre-proposal conference to be held on Friday, February 17, 2012 at 10:00a.m. in the Town Commission Chambers located at 9293 Harding Avenue, Surfside, FL 33154. Following the pre-proposal conference, a written addendum will be sent to all venders.

The Town's tentative schedule for this Request for Proposal is as follows:

Pre-Proposal Conference: Friday, February 17, 2012
Opening of Proposals: Friday, March 9, 2012
Proposals Evaluations: Wednesday, March 21, 2012

The Town reserves the right to delay or modify scheduled dates. The Town will notify proposers of all changes in scheduled dates.

We look forward to your active participation in this solicitation.

TOWN OF SURFSIDE
Request for Proposal

1.0 PURPOSE

The TOWN is requesting Sealed Proposals from qualified and experienced firms, (hereinafter referred to as “CONTRACTOR”) for a Parking Garage Feasibility Study. Upon the Town Commission's ratification of the Selection Committee's rankings, the TOWN will enter into negotiations with the number one ranked firm to establish the fees for services to be performed under the Agreement herein (the “Agreement”), which shall be subject to ultimate approval by the Town Commission.

The successful Proposer must be an independent contractor and the individual(s) assigned to work for the TOWN by the CONTRACTOR shall be subject to the approval of the TOWN, and will not be a TOWN employee(s). The successful Proposer shall execute the Agreement for approval by the Town Commission.

2.0 BACKGROUND

The TOWN has issued this Request for Proposal for the purpose of selecting a parking consultant to review the parking structure feasibility and best approach to build at either the Abbott Avenue or 94th Street parking lot. The selected consultant will analyze the current parking conditions of the downtown area, approved and propose development plans for private facilities, projects included in the Downtown Vision Advisory Committee(DVAC) work program/approved or under consideration, and potential impact of projects proposed or recently contracted in the Village of Bal Harbour to determine the best strategy for the TOWN. Previous work completed by FTE Engineering during July 2011 will be reviewed by the consultant selected.

Surfside's downtown, once a premier shopping area with national retailers has seen a slow and steady decline in the last 50 years. Recent initiatives by the TOWN's DVAC committee as well as approval of new residential/hotel projects in Surfside and the Village of Bal Harbour have created an energy downtown which is reducing vacancies, converting service businesses to restaurant/retail and creating a shortage of parking particularly during the four month winter tourist/second home seasonal influx. Further creating a need for this study is the proposed plans for building or expanding religious institutions in the downtown area. The TOWN would like to have an independent study of all these factors which provides information on the feasibility of the garage at either of the two surface lots, the best manner to develop minimizing the financial risk to the TOWN and an analysis of the nearby built environment to ensure the compatibility of the project with various land use provisions of the Comprehensive Plan, Code and Charter.

3.0 GENERAL

The CONTRACTOR shall provide technical assistance and consultation before, during, and after the study is completed.

TOWN shall designate a Contracting Officer (“CO”) to effectively coordinate with CONTRACTOR operations. The CO shall have the authority to issue Task Orders pursuant to this Agreement, subsequent Addendums and any other necessary function(s) to ensure proper interpretation.

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the TOWN.

The TOWN reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected firm(s) who shall perform the work or services requested in the Task Order. Information the TOWN deems necessary in order to make a determination shall be provided by the firm(s) in a timely manner upon request.

4.0 STATISTICAL DATA

The Town of Surfside was incorporated in 1935 and has approximately 6,500 residents. The Town of Surfside is bounded on the south by 87th Terrace and the north by 96th Street. The Town’s fiscal year begins October 1st and ends on September 30th.

The Town of Surfside provides the normal range of governmental services including parks and recreation, planning, zoning and building, code enforcement, library services and law enforcement to its citizens. Fire, and Rescue services are currently provided by the Miami-Dade Fire Department.

5.0 SCOPE OF WORK TO BE PERFORMED

The TOWN seeks pro-active solutions to the current parking needs and future parking needs in order to continue the successful upgrade and improvement of the Downtown area. The selected consultant will develop a detailed and cohesive parking study which shall include, but is not limited to the following elements:

5.1 EXISTING PARKING CONDITIONS & RECOMMENDATIONS

Review current parking restrictions – Four hour time limit on street parking and in the lots

Perform studies during appropriate periods of time that provide information on turnover and occupancy patterns, including major events that affect the Downtown area

Evaluate pedestrian traffic patterns

Evaluate/analyze the current parking demands

Provide a list of questions to be distributed to current business owners, property owners and concerned citizens to reflect their concerns relative to the current parking conditions

Review two surface lots for parking structure potential

Identify current public parking shortfalls

Provide a parking utilization assessment of the current level of usage of public parking

Identify peak demands and periods of the day when parking is at low demands

Utilize existing studies to hold down costs

5.2 FUTURE PARKING NEEDS & RECOMMENDATIONS

Develop strategies for improved visitor and employee parking options

Evaluate feasibility of multi-level parking structures for two public parking lots

Develop a parking lot build-out plan to reflect future needs and encourage the DVAC concepts while maintaining the Surfside laid back quality of life

Assess the impact of potential future development on parking

The two sites for parking structures should include estimated parking count and configuration on the selected site

5.3 RECOMMENDED PARKING STRUCTURE REQUIREMENTS

Recommend financing strategies for multi-level parking structures including public finance initiatives and public/private partnerships

Provide yearly maintenance costs for a parking structure

Provide a strategy for operating guidelines, parking revenue and enforcement of a parking structure

Recommend appropriate management/staffing and pricing strategies for parking structure.

Provide a ten year financial proforma for recommended parking structure(s)

Detailed parking capacity for the site (number of spaces allowable within code(s))

Feasibility of locating other uses on the west side of the Abbott lot to better interface with the single family homes on Abbott Avenue. Suggest any land use changes that might enhance this interface

Pedestrian routes from the facility to various destinations in the Downtown

Traffic flow, to and from the sites

Provide preliminary cost estimate for construction of the structure

Recommend phasing of the facility in response to the need to maintain as much parking as possible during construction.

Estimate time to construct recommended facility

This list is not intended to be a comprehensive itemization of plan components or analysis needed to complete the required study. The TOWN is relying on the consultant's professional expertise in analyzing these factors and any others that are pertinent to evaluating parking in a community that anticipates demand and desires to maintain the Surfside quality of life.

The TOWN, at its sole discretion, may expand the scope of work to include additional requirements in subsequent task orders.

5.4 ITEMS TO BE PROVIDED BY THE TOWN

- Schedule of major events Downtown
- Current public parking quantities
- Current building uses
- Future known developments
- Known surface parking lots
- Master plan for the TOWN
- The parking ordinances for the TOWN and other related Comprehensive Plan, Code and Charter requirements and limitations

Any questions regarding this information shall be directed toward the Town Manager during the pre-proposal conference. Questions may be submitted in advance to rcarlton@townofsurfsidefl.gov; however, such questions shall not be submitted later than 5:00PM the day before the pre-proposal conference.

6.0 WORK PRODUCTS REQUIRED

A. Records

CONTRACTOR shall prepare a full detailed and cohesive parking study.

B. Reports

The CONTRACTOR shall make such periodic reports to the TOWN as necessary to detail the progress of the Parking Garage Feasibility Study. Such reports shall include but are not limited to: percent completion of the project and the estimated completion date.

Other services as identified within the course of the Agreement.

6.1 PERFORMANCE SCHEDULE

The TOWN anticipates the performance for services related to this Agreement to begin in April 2012.

7.0 RESPONSIBILITIES OF THE TOWN

Town staff will be available to assist the Parking Garage Feasibility Study firms in both the bidding process and the operational functions with interpreting specifications, standards and directions.

8.0 SUBMISSION OF PROPOSAL

Incurred Expenses:

The Town is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in the Request for Proposal.

Interviews:

The Town reserves the right to conduct personal interviews or required presentations on all proposers prior to selection. The Town will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

Proposal Acknowledge:

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information:

The proposer shall furnish such additional information as the Town of Surfside may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Town of Surfside Police Department.

Acceptance/Rejection/Modification to Proposals:

The Town reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure and agree to minor modifications during the agreement preparation process.

Proposals Binding:

All proposals submitted shall be binding for ninety (90) calendar days following opening.

Proposal Withdrawal:

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the Town and will not be returned to the Proposers.

Proposal Disclosure:

Upon opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

9.0 CONDITIONS OF PROPOSALS

- A. Late Proposals – Proposals received by the Town after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
- B. Completeness – All information required by this RFP must be supplied to constitute an acceptable proposal.

C. Public Opening – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person ten (10) days After the opening or recommendation of award which ever occurs sooner.

D. Award Presentation – The Town Administrator will present to Town Commission for acceptance and final award, one or more of the proposals, or reject all proposals, within ninety (90) calendar days from the date of opening of proposals.

10.0 TERMS AND CONDITIONS OF CONTRACT

The contract to be entered into with the successful proposer(s) will include, but not be limited to, the following terms and conditions.

The proposer shall agree to indemnify and hold harmless and pay on behalf of the Town, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

The contract shall begin after Town Commission award.

The content of this RFP and all provisions of the successful proposer deemed pertinent by the Town may be incorporated into a contract and become legally binding.

If the Contractor fails to properly perform the conditions of the contract, in the sole opinion of the Town, the Town will communicate to the Contractor in writing the problem(s) that exist. The Contractor will have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur the Town may immediately cancel the contract by advising the firm in writing.

The Town shall have the option of terminating the contract by giving the Contractor thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

11.0 TERMINATION OF AGREEMENT

If the proposer fails to perform the conditions of the agreement as specified and as interpreted by the Town Manager, the Town Manager shall provide written notice of such violation.

The Town reserves the right to terminate the agreement, without cause, with a 30-day calendar written notice, unless otherwise provided in the contract.

Termination and cancellation of any agreement will not relieve the proposer for work rest which was to be completed prior to the termination or cancellation of the agreement.

If the agreement is terminated for cause, proposer will be removed from the Town's vendor list.

The Town Commission shall have the right to terminate the agreement in the event the Proposer files any petition or proceeding for bankruptcy relief or is adjudicated to be bankrupt or insolvent or fails to pay just debts as they ordinarily become due.

This agreement may not be terminated by the proposer unless otherwise provided in the contract.

12.0 REFERENCES

Please provide a list of at least five (5) engagements of PARKING GARAGE FEASIBILITY STUDIES, including municipalities within the last five years, ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, location of the firm's office from which the engagement was performed, and include the following:

- Name
- Address
- Contact
- Telephone, Facsimile Number & e-mail address
- Date of Contract

Indicate at least three clients with whom the Town may speak with during the evaluation phase. It is the responsibility of the proposer to ascertain that the contact person will be responsive.

13.0 PROCEDURE FOR REVIEW

A Selection Committee has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will first review each proposal for compliance with the audit approach, technical qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

It is expected that the Town will interview the proposers, but the Town reserves the right to forego interviews of proposers.

The Town reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The Town further reserves the right to seek new proposals when it is in the best interest of the Town to do so.

The Town will negotiate the contract price and fees with the firm ranked highest in accordance with its procurement Ordinances. The schedules of Professional Fees and Expenses are required for submittal with the RFP.

14.0 EVALUATION OF PROPOSALS

Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth below.

Mandatory Requirements will be used in determining whether a proposer is responsive to the RFP but will not be used as an evaluation criterion:

- A. The Contractor is licensed to practice in Miami-Dade County and the State of Florida
- B. The firm has no conflict of interest with regard to any other work performed by the firm for the Town. The firm adheres to the instructions in the RFP on preparing and submitting the proposal and the applicable City ordinance.

Technical Qualifications:

- A. Firm's past experience and performance on comparable engagements (Max. 40 points)
- B. Firm(s) with an office located in the Town of Surfside (Max. 40 points) – Copy of Occupational License or filed application with the Town required, or who partner with a firm located in Surfside (Max. 20 points) – Copy of Occupational License or filed application with the Town required. A non-local firm partnering with a local firm must certify and agree to issue a letter of intent with the proposal that the local firm will actually perform a minimum percentage of the services to be provided. Non-local firms shall also certify in the letter of intent, the percentage of the contract amount that shall be awarded to any local subcontractor.

Fees and Expenses:

- A. Firm's fees and expenses (Max 40 points).

15.0 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the Town is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the Town is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact Assistant Chief John Di Censo at jdicenso@townofsurfsidefl.gov.

16.0 INFORMATION REQUIRED OF PROPOSER

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

- A.** Proposal Format:
Proposal shall be in the following order:
Title Page, Table of Contents, Letter of Transmittal, Proposal Certificate, Detailed Proposal, General Information, Specific Information, Technical Information, and References
- B.** Title Page:
Name of Proposer's company/corporation, address, telephone number, e-mail address, name of person which will handle Town's account, date, and the subject- "PARKING GARAGE FEASIBILITY STUDY PROPOSALS"
- C.** Letter of Transmittal:
Limit to one or two pages. Briefly state the Proposer's positive commitment, understanding of the work to be performed and a commitment to perform the work within time restraints.
- D.** General Information:
State if business is local, national, or international and indicate the business legal status (corporation, partnership etc.).

Give the date business was organized and/or incorporated and place of incorporation.

State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity. An affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in the State of Florida.

- E.** Specific Information:
List and describe the number and type of personnel who will perform the work, and licenses or certification and equipment to be utilized.
- F.** Insurance Requirements
Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements.
- Workers' Compensation Insurance – as required by law.
 - Employer's Liability Insurance - \$500,000 per occurrence
 - Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the Town of Surfside as additional insured.

17.0 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

18.0 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this RFP becomes the property of the Town. Proposals may be reviewed by any person ten (10) days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the Town. The Town has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days following the opening in order to allow the Town of Surfside adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town of Surfside or any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

I certify that I have reviewed the cover letter from the Town Manager and fully understand that it is incorporated as a part of this RFP by reference. I further agree that I have reviewed, am aware of and will otherwise comply with all city ordinances, state and federal laws in the performance of the services outlined in the Request for Proposal.

Name of Business

BY:
before me

Sworn to and subscribed

This _____ day of
_____, 20____

Signature

Name & Title, Typed or Printed

Mailing Address

of _____

City, State, Zip Code

(____) _____

Telephone Number Email Address

Notary Public

State

(____) _____

Facsimile Number

AFFIDAVIT FOR CORPORATION

State of _____

County of _____

_____,
is _____ (title) _____ of _____ the
_____ (corporation described

herein) being duly sworn, deposes and says that he/she is familiar with the books or the said corporation showing its financial position; that the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof; and, that the statements and answers to questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the Town of Surfside considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a existing work, future contracts or contracts being performed by the Contractor for the Town of Surfside.

(Officer must also sign here)

Sworn to me before this _____ day of 20_____,
by _____ (name of affiant). He/she is personally known
to me or has produced _____ (type of identification) as
identification.

(Notary)

SEAL

AFFIDAVIT FOR INDIVIDUAL

State of _____

County of _____

_____ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his/her financial position as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the Town of Surfside considers such action on the part of the applicant to constitute good cause for denial for bidding on Town projects or the suspension or revocation of existing work or future contracts or contracts being performed by the Contractor for the Town of Surfside, Florida.

(Applicant)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL

AFFIDAVIT FOR CO-PARTNERSHIP

State of _____

County of _____

_____ is a member of the firm of _____, being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said firm as of the date thereof, and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the Town of Surfside considers such action on the part of the applicant to constitute good cause for denial for bidding on Town projects or the suspension or revocation of existing work, future work or contracts being performed by the Contractor for the Town of Surfside, Florida.

(Member of Firm)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL

Appendix A

Page 1

SCHEDULE OF FEES AND EXPENSES
FOR PARKING GARAGE FEASIBILITY STUDY

<u>Nature of Service to be Provided</u>	<u>Total Price</u>	<u>Schedule</u>
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