



TOWN OF SURFSIDE, FLORIDA

REQUEST FOR PROPOSALS (RFP) DOWNTOWN LED LIGHTING UPGRADE RFP No. 2019-03

Issue Date: November 1, 2019

The responsibility for submitting a response to this solicitation at the Office of the Town Clerk on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The Town of Surfside, Florida will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

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PUBLIC NOTICE

Request for Proposals (RFP) No. 2019-03 **Design/Build of Downtown LED Lighting Upgrade**

NOTICE IS HEREBY GIVEN that the Town of Surfside is soliciting sealed proposals for the Design/Build of its Downtown LED Lighting Upgrade Project in Surfside, Florida. Interested firm/individuals (“Proposer (s)”) may pick-up a copy of the Request for Proposals (“RFP”) No. 2019-03 from the Town Clerk’s Office, Town of Surfside, Town Hall, 9293 Harding Avenue, Second Floor, Surfside, Florida, 33154, or may download it from the Town’s website at www.townofsurfside.fl.gov. The RFP contains detailed and specific information about the scope of services, submission requirements, and selection procedures.

One (1) original, five (5) hard copies, and one (1) electronic copy on a USB drive of the completed and executed Proposal must be delivered no later than December 20, 2019, at **2:00 PM** to the following address:

**Town of Surfside Town Hall
Town Clerk’s Office
9293 Harding Avenue, Second Floor
Surfside, Florida, 33154.**

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager or his designee.

The envelope containing the sealed Proposal must be clearly marked as follows:

**SEALED PROPOSAL
RFP NO. 2019-03
DESIGN/BUILD OF DOWNTOWN LED LIGHTING UPGRADE
OPENING DATE AND TIME: December 20, 2019, at 2:00 PM**

A **Mandatory Pre-RFP Submission Conference** is scheduled for November 14, 2019 at 2:00 pm at the Town of Surfside Town Hall, 9293 Harding Ave., Second Floor, Surfside, Florida 33154. All Proposers planning to submit Proposals are required to attend this meeting. Proposers should allow sufficient time to ensure arrival prior to the indicated time. Proposals from those who have failed to attend will not be accepted. All persons attending the pre-submission conference may ask questions or seek clarification regarding this RFP via the procedures outlined herein.

Any questions or clarifications concerning the proposal specifications must be received by Sandra Novoa, MMC Town Clerk, no later than 5:00 PM, November 22, 2019. Any questions regarding RFP No. 2019-03 are to be submitted either in writing directly to Sandra Novoa, Town Clerk, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154, or via email to: snovoa@townofsurfsidefl.gov. Any questions received by the Clerk after the stated deadline will be disregarded. All questions received by the Clerk prior to the stated deadline shall be answered via an Addendum to this RFP and circulated to all registered Proposers.

The Town shall award the contract in a manner consistent with the Florida statutory requirements for Design/Build public contracts. The Proposer must be a qualified design/build firm as defined in Section 287.055, Florida Statutes. The Town of Surfside intends to enter into a Design/Build Agreement with the successful Proposer for design/build to upgrade and harden the street lighting, landscape lighting, monument lighting, special event lighting, and general LED lighting in the Downtown District and in Veteran's Park in the Town of Surfside, Florida.

The Town reserves the right to reject any or all proposals, with or without cause, to cancel this solicitation, to waive technical errors and informalities, and to accept any proposal which best serves the interests of or represents the best value to the Town.

The Town of Surfside hereby provides notice to all proposers of the adoption and imposition of a Cone of Silence for this solicitation, as set forth in Section 3-17 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular request for proposal ("RFP") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) The Town commissioners, Town's staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee. Please contact the Town Clerk and/or Town Attorney with any questions on the Cone of Silence.

Date Issued: November 1, 2019

Request for Proposals (RFP) No. 2019-03
Design/Build of Downtown LED Lighting Upgrade

INSTRUCTIONS

ARTICLE 1
DEFINITION OF TERMS

The terms defined in this Article and the Design/Build Agreement shall apply to all documents contained in the proposal and contract documents for this project. If a conflict exists, the definitions in the Design/Build Agreement supersede definitions provided in the proposal and contract documents.

- 1.1 “Addenda” or “Addendum” mean a written modification to this RFP issued by the Town covering changes, additions, or reductions in the terms of this RFP.
- 1.2 “Amendment” means a written modification to the Contract Documents covering changes, additions, or reductions in the terms of the Contract Documents.
- 1.3 “Bidder” or “Proposer” means a person or entity that timely submits a responsive Project proposal or bid.
- 1.4 “Consultant” or “Project Consultant” both shall be that certain party that the Town may engage to be an owner’s representative for the Project.
- 1.5 “Contract Documents” means this RFP, the Design/Build Agreement, Design Criteria Package, the Plans and Specifications and all exhibits and documents related thereto or contemplated thereby, as well as all Addenda and Amendments related to each with respect to the Project and all changes to said documents issued by the Town.
- 1.6 “County” means Miami-Dade County.
- 1.7 “Day” means consecutive days of the week or month without regard to weekends or holidays.
- 1.8 “Design/Builder” or “Design/Build Firm” means the successful Proposer on this Project who is qualified under Section 287.055, Florida Statutes.
- 1.9 “Design/Build Agreement” means that agreement to be entered into between the Town and the successful Proposer for the Work. The form of the Design/Build Agreement will be available to all proposers in advance of the Submittal Date on the Town’s website www.townofsurfsidefl.gov and/or issued by Addendum to this RFP.

- 1.10 “Design Criteria Package” shall mean the design/build specifications and criteria for the Project prepared by the Town’s Design Criteria Professional as specified in Section 287.055, Florida Statutes, and attached as Exhibits 1, 2 and 3.
- 1.11 “Design Criteria Professional” shall mean the professional engineer preparing the Design Criteria Package, as specified in Section 287.055, Florida Statutes.
- 1.12 “Design Services” are all design services performed by and required of the Design/Builder pursuant to this RFP and the Contract Documents and includes services performed by the Design/Builder’s Subconsultants.
- 1.13 “Evaluation Committee” shall be appointed by the Town Manager and shall review and evaluate responsive Proposals.
- 1.14 “FDOT” means the Florida Department of Transportation.
- 1.15 “Guaranteed Maximum Price” means the lump sum price for the Work, and is the maximum amount the Town shall be required to pay the Design/Builder for the performance of all obligations described in the Contract Documents.
- 1.16 “Payment Bond” shall be in the form attached to this RFP.
- 1.17 “Performance Bond” shall be in the form attached to this RFP.
- 1.18 “Project” means the design and construction, in accordance with this RFP and the Contract Documents, of the Downtown LED Lighting Upgrade.
- 1.19 “Project Cost Proposal” means the guaranteed maximum price for which the Proposer offers to perform the Work (Options A, B, and C) as described in the Contract Documents in the form attached hereto as Form “3”.
- 1.20 “Project Location” or “Project Site” means the area where the Project is to be constructed, as shown on Exhibit 1 (Location Map of Downtown Corridor) and Exhibit 2 (Location Map of Veterans Park).
- 1.21 “Proposal/Bid Proposal” means the Technical Proposal and the Project Cost Proposal submitted together by the Proposer in response to this RFP.
- 1.22 “Proposal Security” or “Proposal Bonds” shall mean a cashier’s check or bond submitted by a Proposer in the form attached hereto as Form “4”.
- 1.23 “RFP” means this Request for Proposal.
- 1.24 “Short Listed Firms” shall be the top Proposers recommended by the Evaluation Committee to the Town Manager and/or Town Commission.

- 1.25 “Short Listed Firm’s Proposal” or “Short Listed Firm’s Presentation” shall both mean all documents submitted by a Short Listed Firm, and that firm’s oral presentation.
- 1.26 “State” shall mean the State of Florida.
- 1.27 “Subconsultant” means any person or entity, other than Design/Builder’s own employees, employed or retained by, or under contract with Design/Builder to perform a portion of the Design Services under this RFP and the Contract Documents.
- 1.28 “Subcontractor” means any person or entity, other than the Design/Builder’s own employees, employed or retained by, or under contract with the Design/Builder to perform the non-design portion of the Work under this RFP and the Contract Documents.
- 1.29 “Technical Proposal” shall mean all information required to be submitted by the proposer for this RFP to be considered responsive, except the Project Cost Proposal.
- 1.30 “Town” or “Owner” means the Town of Surfside, a Florida municipal corporation.
- 1.31 “Town’s Representative” shall be the person designated by the Town as the Town’s contact person.
- 1.32 “Work” includes all aspects of the design and construction project proposed in the Contract Documents and other bidding documents.

ARTICLE 2 INTRODUCTION

- 2.1 The Town of Surfside, Florida (“Town”), a municipality located in Miami-Dade County, Florida, requests qualified Design/Build Proposers (“Proposers”) to submit proposals to upgrade and harden the landscape lighting, flag pole lighting, and monument lighting in the Town’s Veterans Park as well as the street lighting, landscape lighting, monument lighting, special event lighting, and general LED lighting in the Town’s Downtown Corridor.
- 2.2 The Town desires to contract with a qualified Design/Build Firm to design and construct the Project.
- 2.3 The Town intends to award the Design/Build Agreement to a qualified entity that the Town Commission determines to be in the best interest of the Town.
- 2.4 The Work required under this RFP is defined in this RFP, which includes the Design Criteria Package and the Contract Documents.

2.5 The Project described in this RFP shall generally include designing and constructing a Downtown LED Lighting Upgrade, along with all necessary appurtenances to function as intended.

2.6 **BACKGROUND.** The Town is located on a barrier island in northeast Miami-Dade County, Florida, situated between Miami Beach to the south and Bal Harbour Village to the north, and is bounded on the east by the Atlantic Ocean, on the west by Atlantic Intracoastal Waterway, on the south by 87th Terrace, and on the north by 96th Street. The Town's standards stress high-quality visual corridors to the ocean, with access to the ocean, as well as a focus on protecting the environment, providing landscaping, and developing aesthetically attractive structures. The main downtown corridor is located along Harding Avenue, between 94th and 96th Streets ("Downtown Corridor") as shown on the Location Map attached as Exhibit 1. This area contains a number of shops, stores, restaurants, and eateries, and attracts a high volume of pedestrian traffic throughout the year. The Downtown Corridor is presently illuminated from four light sources as described below.

(a) 22 standard FDOT roadway light poles with recently replaced LED cobra-head luminaires;

(b) 38 architectural luminaires (17 post-top-mounted and 21 side-pole-mounted to the FDOT light poles);

(c) Several types of flood light fixtures located within the 69 existing landscape planters (identified by single palm trees) and 10 pocket-parks (identified by multiple palms in addition to plants and shrubs) located on both sides of Harding Avenue; and

(d) During the holiday season each year the Town installs temporary rope lighting around all the palm trees and powers them by way of the existing convenience outlets located within each of the planters and pocket parks.

Veterans Park is located at the southwest corner of 88th Street and Collins Avenue, and currently has three (3) non-illuminated flagpoles, one (1) cannon monument, and the medjools palm trees, as shown the Location Map attached as Exhibit 2.

2.7 **PROJECT DESCRIPTION.** The Town desires to upgrade all of the lighting in the Downtown Corridor to LED fixtures and to install new LED fixtures to illuminate the flagpoles, cannon monument, and medjool palm trees at Veterans Park. At the same time, the Town desires to install permanent tamper-resistant lighting at all of the palm trees within the Downtown Corridor and to incorporate a programmable control system for all of the lights, except the FDOT roadway lights. The Town seeks to encourage creative solutions and incorporation of innovative technologies, such as, but not limited to, Red, Green, and Blue (RGB) luminaires, programmable controls, wireless controls, and digital control applications, to achieve an aesthetically pleasing, flexible, adaptable, and hardened lighting system. The Town is aware that the various levels of solutions are available at different price points. The Town is seeking alternatives or options for the best system available at three (3) different prices: \$250,000, \$500,000 and \$750,000. Each Proposer is required to propose and submit the solutions, technology, and options

available at each of these price points while meeting the minimum standards set forth in this RFP.

2.8 **SCOPE OF SERVICES.** The successful Design/Build Proposer shall design, permit, and construct the improvements necessary to:

- 1) Upgrade all of the existing architectural luminaires along the Downtown Corridor with new LED luminaires/lamps. New luminaires/lamps shall be line voltage, RGB, IP66-rated, die-cast aluminum housing, meeting 2G vibration standards per ANSI C136.31-2001, rated for 50,000 hours of operation at L85, and capable of operating in up to 50 degree Celsius (122 degrees Fahrenheit). They also must meet or exceed the High Velocity Hurricane Zone (HVHZ) requirements of the Florida Building Code (FBC).
- 2) Upgrade all of the existing landscape light fixtures along the Downtown Corridor with new in-ground LED luminaires. New luminaires shall be line voltage, RGB, IP68-rated, stainless steel 316, load-rating over 6600 pounds, impact rating lens, Teflon-coated or stainless steel screws, capable of operating up to 50 degrees Celsius (122 degrees Fahrenheit) and rated for 60,000 hours of operation at L70.
- 3) Install new LED light system at each palm tree within the Downtown Corridor. New lights shall be line-voltage, RGB, IP65-rated, capable of operating in up to 50 degrees Celsius (122 degrees Fahrenheit) and rated for 50,000 hours of operation. Mounting must be permanent and vandal proof.
- 4) Remove the existing convenience receptacles at each planter, replace them with junction boxes, supply the junction boxes with permanent power, and connect the new in-ground luminaires and holiday lights to permanent power in a manner that renders the entire installation resistant to tampering by the public and/or local merchants.
- 5) Upgrade the landscape lighting, flagpole lighting, monument lighting, and medjool palm trees at Veterans Park with new in-ground LED luminaires to match those installed in the Downtown Corridor. This new lighting shall be controlled with an identical system as the Downtown Corridor.
- 6) Furnish and install a software control and management system which has options for multiple illumination scenes and synchronization of all the above-mentioned luminaires, Interface the system and the fixtures, start-up the system, and demonstrate proper operation and maintenance to the Town's staff. Options for wireless and/or web-based systems will be welcomed.
- 7) Re-orient the existing panel board and contactors currently located on the northeast corner of Harding Avenue and 95th Street intersection.

The Proposer shall prepare and submit design plans, renderings, technical specifications, and materials/lighting-package shop-drawings as necessary to adequately define and portray a fully functional, code-compliant, and operational lighting and control system, and shall subsequently apply for and obtain all necessary permits required to complete the installation and operation of the system and all of its components.

The Proposer shall re-orient the electrical panel/contactors to face the sidewalk (North); remove the existing light fixtures in all the planters; remove the existing bell-boxes with GFCI receptacles in the planters; remove the existing light fixtures (flood lights) in all the pocket parks; remove the existing bell-boxes with GFCI receptacles in all the pocket parks; test all conductors in the panel and raceways using a megger tester; furnish and install proposed in-ground pull boxes in all planters; furnish and replace all conductors in any raceway where the insulation test failed; furnish and install new conduits after notifying the Town's project manager; abandon damaged raceways; confirm all cables have been de-energized and cut; install supplementary grounding electrode inside existing in-ground hand-holes; furnish and install a minimum of 2 in-ground light fixtures adjacent to each planter; replace the concrete sidewalk flags around each of these in-ground fixtures to match existing (including the Miami Beach red pigment); furnish and install proposed in-ground light fixtures adjacent to each pocket park, replace the concrete sidewalk flags around each of these in-ground fixtures; furnish and install in-ground light fixtures at each flag pole and Palm Tree, as well as sufficient flood light fixtures to fully illuminate the cannon monument in Veterans Park; furnish and install lighting around all palms and splice inside new junction box; furnish and replace existing lamps on architectural pole-light luminaires with controllable RGB type lamps; furnish and install a software control and management system which has options for multiple illumination scenes and synchronization of all the above-mentioned luminaires; interface the system and the fixtures; start-up the system; test all lighting modes and illumination scenes; furnish and install proposed wireless controller; and train the Town's staff on the proper operation and maintenance of the system and controls prior to project acceptance by the Town of Surfside.

The Proposer shall submit a Proposal (Technical Proposal and Project Cost Proposal) for each of the following three (3) options:

Option (A): Shall include replacement of all the light fixtures described above and as many additional fixtures, options, and technological solutions as are available for a price not to exceed \$250,000.00.

Option (B): Shall include replacement of all the light fixtures described above and as many additional fixtures, options, and technological solutions as are available for a price not to exceed \$500,000.00.

Option (C): Shall include replacement of all the light fixtures described above and as many additional fixtures, options, and technological solutions as are available for a price not to exceed \$750,000.00.

The design plans shall be submitted for review at 30%, 60%, 90%, and 100%. The technical specifications shall be submitted for review at 60%, 90%, and 100%. Shop drawings of the light fixture package and lighting control system being considered shall be submitted to the Town's Director of Public Works and/or other designee for review and approval prior to filing of permit applications. Such documents shall adequately demonstrate, to the sole satisfaction of the Town, that the lighting fixtures, controls, appurtenances, and interconnections will provide a fully functional and controllable system which will operate in accordance with the Town's intentions, as outlined herein. After

approval of the products/systems by the Town, no substitutions of materials, systems, or components will be allowed without prior approval of the Town. Once the plans have been approved by the Town, they shall be submitted to the Building Department and any other agency having jurisdiction for approval and construction permitting.

All permit fees and associated costs for pursuing and obtaining required approvals and permits for the Work shall be the responsibility of the Proposer and shall be included in the Proposer's Cost Proposal submitted in response to this RFP.

All Work shall be performed and completed in compliance with the National Electric Code (NFPA 70), the Florida Building Code, and all other applicable codes and standards governing the Work. The applicable edition of each code shall be that edition which is adopted and in effect at the time of filing of the last permit application governed by each code or standard.

ARTICLE 3 PROPOSAL INSTRUCTIONS

- 3.1 Copies of this RFP may be obtained from the Town. Proposers who obtain copies of this Proposal from sources other than the Town risk not receiving Addenda, since their names may not be included on the list of firms participating in the process for this particular RFP.
- 3.2 **CONE OF SILENCE.** Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant, and the Town Commission, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid.

The Cone of Silence shall terminate at time the Town Manager makes his or her written recommendation to the Town Commission. However, if the Town Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

1. Oral communications at pre-proposal/pre-bid conferences.
2. Oral presentations before selection or evaluation committees.

3. Public presentations made to the Town Commission during any duly noticed public meeting.
4. Communications in writing at any time with any town employee, unless specifically prohibited by the applicable RFP, RFQ, or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request.
5. Communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, contractor, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process of such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
6. Communications with the Town Attorney and his or her staff.
7. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation.
8. Any emergency procurement of goods or services pursuant to Town Code.
9. Responses to the Town's request for clarification or additional information.
10. Contract negotiations during any duly noticed public meeting.
11. Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the Town Commission and/ or Town Manager

- 3.3 **MANDATORY PRE-SUBMITTAL CONFERENCE.** A Mandatory Pre-Submittal Conference is scheduled for **November 14, 2019 at 2:00 pm at the Town of Surfside Town Hall, Second Floor, 9293 Harding Avenue, Surfside, Florida 33154.** All Proposers planning to submit Proposals are required to attend this meeting. Proposers

should allow sufficient time to ensure arrival prior to the indicated time. Proposals from those who have failed to attend may not be accepted.

3.4 **ADDITIONAL INFORMATION OR CLARIFICATIONS; ADDENDA.** Requests for additional information or clarifications must be received by **Sandra Novoa, M.M.C. Town Clerk, no later than 5:00 PM, on November 22, 2019.** Any questions regarding this RFP No. 2019-03 are to be submitted either in writing to the Town Clerk's Office, Surfside Town Hall, 9293 Harding Ave., Second Floor, Surfside, Florida 33154, or via e-mail directly to Sandra Novoa, Town Clerk, snovoa@townofsurfsidefl.gov, in accordance with the deadline for receipt of questions, as also specified in the Public Notice Section of this RFP. The request for additional information and clarification must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and e-mail. No verbal communications shall be binding; only written Addendum from the Town shall be binding. The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal deadline. All persons attending the mandatory pre-bid conference will receive the Town's responses. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall govern and prevail.

3.5 **SUBMITTAL OF PROPOSAL.** The submittal shall consist of one sealed Proposal package. The package shall include the Project Cost Proposal for each Option (A, B and C) in a separate sealed envelope and a complete original Technical Proposal for each Option (A, B and C). Each Proposer shall submit one (1) original, and five (5) additional complete hard copy proposals, and one (1) electronic copy on a USB drive. Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of respective firms to provide the required design/build services. All submittals must meet or exceed the specifications and requirements provided in the Design Criteria details in Exhibit 3. Any deviations must be submitted in writing for approval. No exceptions will be made after the Design/Build Agreement is executed. All proposals submitted to the Town must be delivered no later than December 20, 2019 at **2:00 PM** to the following address.

**Town of Surfside Town Hall
Town Clerk's Office
9293 Harding Avenue, Second Floor
Surfside, Florida 33154**

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager or his designee.

The envelope containing the sealed Proposal must be clearly marked as follows:

**SEALED PROPOSAL
RFP NO. 2019-03
DESIGN/BUILD OF DOWNTOWN LED LIGHTING UPGRADE**

OPENING DATE AND TIME: December 20, 2019 at 2:00 PM

No extensions to the submission due date will be granted and Proposals received after this time will be returned unopened.

- 3.5.1 Proposal Packaging - Both parts of the Proposal – Technical Proposal and Project Cost Proposal - shall be submitted in separate opaque plain sealed envelopes, parcels, boxes, or other secure packaging. The outside of the sealed packaging must clearly indicate the Proposer’s name, address, and the name and telephone number of the Proposer’s specific contact person; and must designate whether the package contains the Technical Proposal or the Project Cost Proposal. Any and all packaging must clearly and distinctly identify the Proposal by the RFP number and name: **“RFP No. 2019-03 Design/Build of Downton LED Lighting Upgrade – “Technical Proposal” and “RFP No. 2019-03 Design/Build of Downton LED Lighting Upgrade – “Project Cost Proposal”**.
- 3.5.2 For the Project Cost Proposal, if a cost discrepancy exists between the item subtotal costs and the Guaranteed Maximum Price, the value entered as Guaranteed Maximum Price will take precedence. If a cost discrepancy exists between the written value for the Guaranteed Maximum Price and the numerical value, the written value will take precedence.
- 3.5.3 All Proposals shall be submitted on 8½ by 11 paper, type written on one side only with one (1) inch margins on all sides. Each copy of the Technical Proposal package must be individually bound.
- 3.5.4 An officer who is legally authorized to bind the proposing entity into a contractual relationship must sign the Proposals.
- 3.5.5 The Evaluation Committee will perform an initial review of all submitted Proposals to determine responsiveness. Any Proposals deemed non-responsive will be disqualified and not subject to further review. In determining responsiveness, the Evaluation Committee and/or Town Commission reserves the right to waive a non-material informality or irregularity.
- 3.5.6 This Proposal is irrevocable for one hundred twenty (120) Calendar Days from the RFP closing date.
- 3.5.7 The Proposer agrees that should the Proposer be selected to perform the Work, the Proposer shall be bound to perform the Work as specified in the Project Cost Proposal whether or not the Town awards all or a portion of the Work

3.6 CALENDAR OF IMPORTANT DATES

The Town’s proposed calendar of events is listed below. This calendar is for the Town’s and Proposer’s preliminary planning use only and is subject to change.

Date	Event
November 1, 2019	Public Notice
November 14, 2019, 2:00 pm	Mandatory Pre-Proposal Conference
November 22, 2019	Last day to submit questions/clarifications
December 20, 2019	Proposal due to Town Clerk no later than 2:00 PM
January 6, 2020 week	Evaluation Committee meets to open Technical Proposals and eliminate non-responsive Proposals
TBD	Proposals Under Review. Evaluation Committee meets to publicly evaluate Proposals and produce Short List
TBD	Presentation by Short-Listed Firms (if required)
TBD	Town Commission Action - Final Ranking - Authorization to negotiate issued to Town Manager
TBD	Town Commission Action – Award of Design/Build Agreement

Note:

Proposers may be requested to make public presentations at any time during the evaluation process. Public presentations are for the purpose of clarifying Proposals prior to scoring by the Evaluation Committee or prior to final selection by the Town Commission.

3.7 ELIGIBILITY

- 3.7.1 All Potential Design/Build Firms must be qualified pursuant to Section 287.055, Florida Statutes.
- 3.7.2 Contractors and Subcontractors must meet additional licensing, certification, and bonding requirements as specified in the Design/Build Agreement and elsewhere in this RFP.
- 3.7.3 Proposers must submit evidence of proper State and County licensing for all contract work, professional services, and other services required under this RFP

prior to the execution of the Design/Build Agreement and shall attach such documentation as attachments to the Statement of Qualifications (*See Form 5*) described below for the purposes of evaluation during the selection process as defined by this RFP.

3.8 NON-RESPONSIVE PROPOSALS

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, or meet financial obligations on previous contracts. Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

3.9 WAIVER OF IRREGULARITIES

The Town may waive non-material informalities or irregularities in Proposals received where the correction or waiver of which is not prejudicial to other Proposers. Non-material irregularities are defined as those that will not have an adverse effect on the Town's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

Proposers shall identify separately all innovative aspects of their proposal. Innovation should be limited to Design-Builder's means and methods, approach to Project, use of new products, new uses for established products.

3.10 TOWN OPTIONS

The Town may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive the Design/Build Agreement award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the Town.

The submittal of a Proposal will be considered by the Town as constituting an offer by the Proposer to provide the services described in this RFP.

3.11 RULES, REGULATIONS, AND REQUIREMENTS

All Firms shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or Town government applicable to submitting a response to this RFP and to providing the services described herein.

ARTICLE 4 INFORMATION REQUIRED IN PROPOSALS

In order to be deemed responsive, each Proposer shall submit the following information and documents with their proposal:

- 4.1 **Transmittal Letter:** Each Proposer shall submit a transmittal letter signed by an officer authorized to represent, bid, commit and negotiate for the Proposer. The transmittal letter shall state that the Proposer has read and reviewed the RFP's terms and conditions, and accepts such terms and conditions as binding and enforceable. In addition, the letter shall acknowledge receipt and acceptance of all Addenda to the RFP. The transmittal letter shall state that the Proposer's Proposal is valid for one hundred twenty (120) days subsequent to the date of its submission.
- 4.2 **Proposal Cover Sheet:** Provide the information requested in the Proposal Cover Sheet attached hereto as Form "2".
- 4.3 **Proposer's Statement of Qualifications:** Provide the information requested in the Proposer's Statement of Qualifications attached hereto as Form "5".
- 4.4 **Subcontractor and Subconsultant Information:** Provide Subcontractor and Subconsultant information in Form 5, including, but not limited to the identification of any Work, which exceeds either twenty percent (20%) of the design fee or twenty percent (20%) of the construction cost presented in the Project Cost Proposal. Identify the Subcontractors and Subconsultants, the Work to be subcontracted, and the management controls to be used to assure the Subcontractor's or Subconsultant's performance. Subcontracted and Subconsulted Work which is less than twenty percent (20%) of the Project Cost Proposal does not need to be disclosed.
- 4.5 **References:** For the Proposer, provide all design-build clients in the last five (5) years whether the project is complete or ongoing. For each client reference, include the names, organizational affiliations, titles, addresses and telephone numbers. Also, provide client references for all design and/or construction of LED technology and lighting implementation systems or projects similar to the one proposed for the last five (5) years whether the project is complete or ongoing. Identify the specific services provided, the periods for which such services were provided and information relative to this proposed activity. (Use a separate sheet).
- 4.6 **Technical Proposal:** Submit Proposal complying with Article "2" and "8" (Exhibit 3 – Design Criteria).

- 4.7 **Public Entity Crimes Statement:** Executed form attached hereto as Form “6”.
- 4.8 **Project Schedule:** Provide a time schedule, which shall include design, permitting and construction time, with pertinent milestones, and start-up time.
- 4.9 **Project Organization and Management:** Identify the key personnel on the Proposer’s project team, and their specific areas of expertise and responsibility. Provide a brief biographical sketch or resume of their professional qualifications and experience, including educational and licensing information.
- 4.10 **Project Cost Proposal:** Provide Project Cost Proposals in a clearly marked, separate, sealed envelope from the Technical Proposals, including specific costs for the following.
- 4.10.1 Design and construction price for Options A, B and C. Total Projects Costs for Options A, B and C.
- 4.10.2 The Proposer will provide sufficient detail and breakdown of costs in a Schedule of Values to support their Project Cost Proposal.
- 4.10.3 All Project Cost Proposals are to include applicable local and state sales tax.
- 4.10.4 The Project Cost Proposal shall include a Guaranteed Maximum price for the completion of the Work (Options A, B and C).
- 4.11 **Proposal Security.**
- 4.11.1 Each Proposal shall be accompanied by Proposal Security in the amount of five percent (5%) of the highest Project Cost Proposal (Option C).
- 4.11.2 Proposal Securities, if other than Bonds, will be returned to unsuccessful Proposers within fifteen (15) days following notice of the rejection of Proposals and that of the Design/Builder(s) shall be returned upon the execution of the Design/Build Agreement and delivery of all requirements for commencement of the Work, including bonds and insurance.
- 4.11.3 Should the Proposer selected by the Town Commission as the Design/Builder make any material misrepresentations or false statements in its Proposal, the amount of the Proposal Security shall be forfeited to the Town as liquidated damages, and not as a penalty.
- 4.12 **Insurance:** Proposer shall submit evidence of insurability from their insurance carrier for such types and amounts of insurance as follows.
1. Workers’ Compensation Insurance – Statutory limits and Employer’s Liability Insurance - \$1,000,000
 2. Fidelity / Dishonesty Coverage – \$500,000 per occurrence

3. Professional Liability (Errors and Omissions) Insurance –
 - \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible.
 - Claims made on the policy must have an extended coverage reporting period of two (2) years past the coverage completion date.
 - For Deductible programs or Self Insured Retention programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
4. Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
5. Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The successful Proposer must submit, prior to signing of the Contract, among other things, a Certificate of Insurance including the Town as an additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of Contract.

- 4.13 Performance Bonds and Payment Bonds shall be issued by approved bonding companies, to be acceptable to the Town, will be limited to those authorized to transact business in the State of Florida, having a resident agent in the State of Florida, and meeting the following requirements and/or limits: Surety shall be rated “B” or better as to the strength by Best’s Insurance Guide or Surety shall be listed on the U.S. Treasury Department’s list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best’s Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years; and, all bonds shall contain all provisions required by Section 255.05, Florida Statutes. Said Bonds shall guarantee the performance of the Agreement and as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The Performance Bond and Payment Bond shall be issued by the Surety Company on the forms provided within the Proposal Documents. No other forms will be acceptable. These forms are as follows.

4.13.1 **Design/Builder’s Performance Bond:** Required in the amount of one hundred percent (100%) of the Guaranteed Maximum Price.

4.13.2 **Design/Builder’s Payment Bond:** Required in the amount of one hundred percent (100%) of the Guaranteed Maximum Price.

4.14 The Project Cost Proposal (Options A, B and C):

- 4.14.1 Shall list each item of Work including design services and construction work for which payment will be made. A schedule of values for construction shall be included with the Project Cost Proposal to facilitate payment based on Work completed to date. No payment will be made for any items other than those listed in the Project Cost Proposal.
- 4.14.2 Required items of Work and incidentals necessary for the satisfactory completion of the Project which are not specifically listed in the Project Cost Proposal or included in one of the items list in the Project Cost Proposal shall be considered as incidental to the Project. All costs thereof, including the Proposer's overhead costs and profit, shall be considered as included in the schedule of values for the Project Cost Proposal.
- 4.14.3 Project Work includes furnishing all labor, equipment, tools and materials and performing all operations required to design, build, start-up and implementation of the LED lighting upgrade.

ARTICLE 5
PROCEDURE AND CRITERIA FOR EVALUATING BID PROPOSALS

5.1 The Town will utilize an Evaluation Committee appointed by the Town Manager that will score and assign points during the evaluation and recommendation process. The Evaluation Committee will initially review the Technical Proposals for Options A, B and C to determine responsiveness and reject any Proposals deemed non-responsive. The Evaluation Committee will review and evaluate the responsive Technical Proposals and shall evaluate each of the Proposals based on all information required and submitted. After the Technical Proposals are evaluated, the Cost Proposals will be opened and evaluated. Proposals will be scored. The Evaluation Committee will place not less than three (3) Proposers, provided that at least three (3) responsive Proposals have been received, on a list, which will become the Short Listed Firms. If less than three (3) Proposers submit Proposals, then the number of responsive Proposals received shall become the Short Listed Firms. The Town Manager shall submit the Short Listed Firms to the Town Commission with recommendation(s) for selection. The Town Commission shall review the Short Listed Firms' rankings and recommendations, and may require the Short Listed Firms to prepare oral presentations to the Town Commission. The Town Commission will then direct staff to negotiate a Design/Build Agreement with the selected proposer. The Town Commission may award the Design/Build Agreement from the Short Listed Firms as it determines to be in the best interest of the Town. Alternatively, the Town Commission may reject any or all Proposals or cancel this solicitation.

5.2 The Proposer shall present a comprehensive project plan for completing the specified work. The plan shall address all significant design construction and maintenance issues and constraints and shall demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the Project.

The minimum information to be included is as follows: Anticipated Award Date, Design Schedule, Design Reviews by the Town, Permitting, Start of Construction, Construction Milestones, Construction Phasing and Methods, Conditional Acceptance for all work including punch list items, and Final acceptance/completion date.

5.3 The Evaluation Committee shall review and evaluate the Proposals using the evaluation criteria. The Evaluation Committee, during its evaluation process, reserves the right to contact references and to verify information submitted by any Proposer. The Evaluation Committee may also request clarification or information from the Proposers. The evaluation and point assessment for each Option (A, B, C) by the Evaluation Committee shall be based on the following criteria for a maximum total of 100 points.

- 5.3.1 Qualifications/Experience: **40 points**
- Qualifications and Experience of Proposer, proposed key personnel, particularly project director and project manager, and subcontractors.
 - Quality and sufficiency of proposed staffing plan and organization structure.
 - Relative financial strength of Proposer.
 - Ability to secure maintenance, performance and payment bonds.
 - Proposer’s experience and past performances in providing proposed design/build services, including demonstrating relevant design and construction experience, existing and past projects.
 - Reference verification.
 - Familiarity with local conditions.
- 5.3.2 Design/Build Approach and Understanding of Project: **30 points**
- Adequacy of Proposer’s approach to designing and constructing the Project, and understanding of the Project.
 - Proposed plan for the implementation and completion of the Project.
 - Project schedule.
 - Conceptual design plan.
- 5.3.3 Project Cost Proposal (for each Option A, B, and C) **30 points**
- Basic Cost of Work for Design Services.
 - Basic Cost of Work for Construction.
 - Guaranteed Maximum Price.
- (Lowest cost proposal for each options will receive 30 points. Every other cost proposal will be given points proportionally in relation to the lowest price)

TOTAL POSSIBLE POINTS: 100

ARTICLE 6
EXECUTION OF AGREEMENT AND COMPLETION OF WORK

- 6.1 The Design/Build Agreement will be prepared by staff and provided to the selected Design/Builder. The Design/Builder shall, within 14 days of receipt of the Design/Build Agreement execute the Agreement and furnish any bonds and provide certificates of insurance as are required at the time of the execution of the Agreement.

The Town will enter into a negotiated Design-Build Agreement with the successful Proposer for a guaranteed Maximum Price for the Work, which Option shall be selected by the Town's in its sole discretion. The terms and conditions of the Design-Build Agreement are fixed price and fixed time. The Design-Builder's submitted Proposal is to be a guaranteed lump sum for completing the Work in this RFP. The Design/Builder will provide a Schedule of Values to the Town for their approval. The total of the Schedule of Values will be the lump-sum guaranteed Price for the Work. The Design/Build will contain provisions common to design-build agreements for public improvements, including, but not limited to a design process with schematic, design development and construction drawing phases and 30/60/90% review of plans and specifications. The form of the Design/Build Agreement will be available to all proposers in advance of the Submittal Date on the Town's website www.townofsurfsidefl.gov or via Addenda to this RFP.

- 6.2 Upon Town Commission approval, the Design/Builder shall, within fourteen (14) Days after receipt of Design/Build Agreement from the Town, 1) execute the Design/Build Agreement between Town and Design/Builder, 2) furnish any Bonds, and provide Certificates of Insurance required to be furnished at the time of execution of the Design/Build Agreement.
- 6.3 Should the Design/Builder fail to comply with the requirements of this Article within the specified time period, the Design/Builder's entire Proposal Security shall be forfeited to the Town as liquidated damages by reason of Design/Builder's failure to timely execute and deliver same.
- 6.4 Work will be initiated on the basis of a Notice to Proceed and for any such Work so initiated, and a Payment Bond and Performance Bond shall be required.
- 6.5 The Proposer acknowledges the required security of a Proposal Bond or Cashier's Check.

ARTICLE 7
GENERAL INFORMATION AND ADMINISTRATIVE REQUIREMENTS

- 7.1 **Costs Incurred by Proposers:** All costs incurred by Proposers, their employees and agents in preparing a response to this RFP, in clarifying such response to the satisfaction of the Town, in attending any pre-Proposal meetings, or in ascertaining the conditions of the site shall be the sole responsibility of the Proposers and will not be paid or reimbursed by the Town. The Proposer is solely responsible for all legal expenses incurred by the Proposer for the Project, including contract review and negotiations. The Proposer's legal costs shall not be included in the Proposer's Proposal or factored into the Proposer's Project Cost Proposal. The Town shall not reimburse the Proposer for legal costs of any kind.
- 7.2 **Rejection of Proposals:** The Town reserves the right to reject any or all Proposals. Proposals not conforming to these instructions may be disqualified.
- 7.3 **Non-Binding Interpretations:** No verbal or written information, which is obtained other than by information in this RFP or written Addendum to this RFP, shall be binding on the Town.
- 7.4 **Withdrawal of Proposals:** A Proposal may not be withdrawn before the expiration of one hundred twenty (120) days from the date of Proposal opening. Proposals may be withdrawn if the Town fails to accept the Proposal within one hundred twenty (120) calendar days after the date fixed for opening Proposals.
- 7.5 **Public Records Laws:** Proposer acknowledges that except for specific statutory exceptions listed in Chapter 119, Florida Statutes, all information contained within their Proposal shall be considered a Public Record.
- 7.6 **Conflict of Interest:**
- 7.6.1 The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town.
- 7.6.2 All Proposers must disclose the name of any Town employee, consultant or agent who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's firm or any of its branches.

**ARTICLE 8
DESIGN CRITERIA PACKAGE**

- 8.1 **Design-Build Criteria:** The Town’s Design Criteria Professional prepared the Design Criteria Package for the design and construction of this Project. The purpose of the Design Criteria shall be to furnish design-build firms with sufficient information to allow the firms to prepare a response to the Town’s RFP. The design criteria includes, but is not limited to the following.
- 8.2 **Permitting:** Design/Builder shall, on behalf of the Town, apply for and obtain all permits, licenses and government approvals necessary for the design, construction and operations of the Project. All permit fees and associated costs for pursuing and obtaining required approvals and permits for the Work shall be the responsibility of the Proposer and shall be included in the Proposer’s Cost Proposal submitted in response to this RFP.
- 8.3 The Proposer’s approach to minimizing the impact of construction on the businesses located within the Project area shall be described in detail.
- 8.4 Design and Construction Considerations and Requirements:
- 8.4.1 Proposer should be aware of all subsurface conditions.
- 8.4.2 The Town is subject to hurricanes and therefore the Design/Builder shall consider such likelihood in their scheduling and construction activities.
- 8.4.3 It shall be the sole responsibility of the Design/Builder to secure any necessary temporary site or sites for use as staging areas for materials and equipment storage, temporary parking, and to accommodate any other logistical needs.
- 8.4.4 It shall be the Design/Builder's sole responsibility to secure, store and dispose of all excess soil, drilling mud and any other construction spoils. The Town will not provide an area for storage or disposal of construction-related debris, nor will the Town provide labor or equipment to assist with such disposal.
- 8.4.5 **Special Concerns:** The special concerns included herein have been identified by the Town as particularly important to the citizens of Surfside. The special concerns include pedestrian traffic control, traffic mitigation, noise abatement, a minimal disruption to property owners and businesses in the Downtown Corridor. Proposers shall provide the Town with a plan and assurances to address all special concerns, including noise abatement.

EXHIBIT 1 – DESIGN CRITERIA PACKAGE
LOCATION MAP OF DOWNTOWN CORRIDOR



EXHIBIT 3 – DESIGN CRITERIA PACKAGE

DESIGN CRITERIA DETAILS

EXISTING PLANTER DETAIL
Scale: NTS

PROPOSED PLANTER LIGHTING DETAIL
Scale: NTS

PROPOSED PLANTER LIGHTING SECTION
Scale: NTS

PROPOSED FLAG POLE LIGHTING DETAIL
Scale: NTS

PROPOSED CANNON MONUMENT LIGHTING DETAIL
Scale: NTS

PROPOSED VETERAN MONUMENT LIGHTING DETAIL
Scale: NTS

PROPOSED MEDJOOLES PALM TREES LIGHTING DETAIL
Scale: NTS

PROPOSED SIGN LIGHTING DETAIL
Scale: NTS

EXHIBIT 3 DESIGN CRITERIA DETAILS

EXH-3

**ARTICLE 9
PROPOSER'S ACKNOWLEDGEMENTS**

- 9.1 By submission of this Proposal, the Proposer acknowledges that he/she has thoroughly examined all plans, specifications, Proposal and Contract Documents; thoroughly familiarized himself with all existing site conditions; that no allowances shall be made by the Town for the Proposer's failure to do same; the Proposer offers to enter into a Design/Build Agreement with the Town to furnish Design/Services as well as all labor, materials and equipment to perform all Work included in and in accordance with the plans, Design Criteria Package, RFP and Contract Documents.
- 9.2 If the Proposer makes false statements or provides false information in any portion of the Proposal documents, the Proposer acknowledges that Proposer will be disqualified.
- 9.3 The Proposer understands and agrees with the form of this RFP as presented, absent any inadvertent drafting or technical errors, and agrees to not attempt to negotiate the terms and conditions of this Project, except as provided herein

**ARTICLE 10
REPRESENTATIONS**

- 10.1 Town is expressly relying upon the Proposer's representations for awarding this Project. Therefore, the Proposer unequivocally represents that the statements and information provided in response to this RFP are truthful.
- 10.2 The Proposer and all persons signing on behalf of the proposing person or entity, has the legal authority to bind the Proposer to the terms and conditions of this Project.
- 10.3 There are no legal impediments, conditions or orders, which would preclude the Proposer from satisfactorily performing the Proposer's duties as outlined in the RFP documents.

END OF INSTRUCTIONS

FORM "1"

PROPOSAL CHECKLIST

As provided in the RFP, the following items must be attached to this Proposal:

ITEMS	STATUS
Transmittal Letter	
TECHNICAL PROPOSAL	
Proposal Cover Sheet (Form 2)	
Proposer's Statement of Qualifications (Form 5)	
Subcontractor Information (Form 5, Supplemental)	
Material/Equipment Suppliers Information (Form 5, Supplemental)	
References (Form 9)	
Statement on Public Entity Crimes (Form 6)	
Evidence of Insurability	
Project Organization and Management	
Staffing Plan	
Project Schedule	
Non-Collusion Affidavit (Form 7)	
Non-Discrimination Affidavit (Form 8)	
Project Cost Proposal (separate sealed package) (Form 3)	
Schedule of Values	
Proposal Security (Form 4)	

FORM "2"

PROPOSAL COVER SHEET

PROJECT: DOWNTOWN LED LIGHTING UPGRADE

BID/PROJECT NO: RFP No. 2019-03

COMMENCEMENT: UPON TOWN'S ISSUANCE OF
"NOTICE TO PROCEED"

SUBSTANTIAL COMPLETION: _____ DAYS FROM "NOTICE TO PROCEED"

PROPOSAL BOND: _____

Made as of the _____ day of _____, 20____.

PROPOSER: _____

ADDRESS: _____

PHONE: _____

FAX: _____

ORGANIZATION
TYPE:

_____ INDIVIDUAL

_____ PARTNERSHIP

_____ CORPORATION

_____ OTHER (explain)

ACKNOWLEDGMENT OF ADDENDUM

The Proposer hereby acknowledges the receipt of the following addenda issued by the Town and/or Consultant and incorporated into and made part of the Design/Build Agreement and Contract Documents for this Project.

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Addendum No. _____ **Date** _____

Signature **Title**

ACKNOWLEDGMENT AND SEAL

Firm Name

Signature

Title

Witness

Name

Witness

Name

Corporate Seal:

Incorporated under the laws of the State of

FORM “3”

**PROJECT COST PROPOSAL
(GUARANTEED MAXIMUM PRICE)**

Project Title: Town of Surfside – Downtown Led Lighting Upgrade

Payment for the various items of the Project Cost Proposal shall include all compensation for design and engineering services, construction, furnishing tools, equipment, supplies, and manufactured articles, labor operations, permit fees, licenses, taxes, insurances, bonds, overhead and profit, and incidentals appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including but not limited to the Occupational Safety and Health Administration of the US Department of Labor (OSHA), FDOT, and the Town. No separate payment will be made for any item that is not specifically set forth in the cost proposal, and all costs therefore shall be included in the prices provided below.

The Town is seeking alternatives or options for the best system available at three (3) different prices: \$250,000, \$500,000 and \$750,000. Each Proposer is required to propose and submit the solutions, technology, and options available at each of these price points while meeting the minimum standards set forth in this RFP.

PROJECT COST PROPOSAL

Option		Lump Sum / Guaranteed Maximum Price
A	Design cost: _____ Construction cost: _____	Total Project Cost Proposal: \$ _____ (Numerical) _____ Dollars (Written)
B	Design cost: _____ Construction cost: _____	Total Project Cost Proposal: \$ _____ (Numerical) _____ Dollars (Written)

Option		Lump Sum / Guaranteed Maximum Price
C	Design cost: _____ Construction cost: _____	Total Project Cost Proposal: \$ _____ (Numerical) _____ Dollars (Written)

SUBMITTED BY

 Organization

 Signature

 Signature of Witness

 Name Title

 Signature of Witness

 Name Title

 Date

END OF PROJECT COST PROPOSAL

FORM "4"

PROPOSAL SECURITY FORM

Name	Name
Address	Address

<p>FLORIDA RESIDENT AGENT</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p>	<p>TOWN OF SURFSIDE 9293 HARDING AVENUE SURFSIDE, FLORIDA 33154 Telephone: 305-861-4863 Fax: 305-861-1302</p>
<p>PROJECT:</p>	
Proposal Due Date	Bond Number
Bond Date	\$ Penal Sum

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, subject to the terms included in this section, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

PROPOSER

**SURETY
(Attach Power of Attorney)**

Corporate Name and Seal

Corporate Name and Seal

Signature

Signature

Name and Title

Name and Title

Attest

Attest

Attest

Attest

Note: Above addresses shall be used for giving of required notices. Any singular reference to Proposer, Surety, Florida Resident Agent, Town or other party shall be considered a plural where applicable.

1. Proposer and Surety, upon default of Proposer, jointly and severally, bind themselves, and their heirs, executors, administrators, successors and assigns to pay to Town upon default of Proposer the penal sum set forth on the face of this Bond.
2. Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the bidding documents (or any extension thereof granted in writing by Town) the executed Design Build Agreement and the Bonds and Certificates of Insurance required to be furnished at the time of execution of the Design Build Agreement.
3. This obligation shall be null and void if:
 - A. Town accepts Proposer’s Proposal and Proposer timely complies with the requirements of Section 2 of this Bond, or
 - B. All Proposals are rejected by Town , or
 - C. Town fails to issue a notice of award to Proposer within the time specified in the bidding documents (or any extension thereof granted in writing by Proposer and, if applicable, consented to be Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Proposer and within 30 calendar days after receipt by Proposer and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Town and Proposer, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Proposer and Surety and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Monroe County, Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or Proposal as applicable.

END OF PROPOSAL BOND

FORM "5"

STATEMENT OF PROPOSER'S QUALIFICATIONS

The Proposer, as well as any Subcontractors who will perform at least 20% of either the design or the construction phases of this Project, must be included in this Statement of Qualifications. Information provided on this document and its attachments will be subjectively evaluated by the Evaluation Committee. For purposes of completing this Statement of Qualifications, "Firm" means the Proposer. Design/Build Team means the Proposer and the Subcontractors who will perform at least 20% of either the design or the construction phases of this Project.

Use additional sheets if necessary to fully document responses.

1. List the names of the Proposer's principals and their titles:

Firm Name

Principal & Title

Principal & Title

Address

City, State & Zip Code

Phone

Fax

2. Proposer is a:
Sole Proprietorship Corporation Partnership Joint Venture
Other (Explain):
3. Your Federal Employer Identification Number (FEIN) is:

(If applicable) (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

4. License(s) and Registration(s):

(a) What is the Proposer's primary practice or professional service:

Contractor Architect Engineer Other (explain):

(Attach copies of registrations, licenses, certificates, and other documentation as issued by the State of Florida, Miami-Dade County, or other agency.)

(b) List the name(s) and title(s) of person(s) in your Firm who are authorized to enter into an Design/Build Agreement with the Town of Surfside for the proposed Work should your Firm be the Successful Proposer.

Name & Title

Name & Title

(c) List Principals and other key personnel licensed in the State of Florida:

Name

Registration Type

Years Registered

Years Employed
by Proposer

Name

Registration Type

Years Registered Years Employed
by Proposer

Name

Registration Type

Years Registered Years Employed
by Proposer

(Attach copies of registrations, licenses, certificates, and other documentation as issued by the State of Florida, Miami-Dade County, or other agency.)

(d) Remarks:

5. How long has your Firm been in business under its present name?
_____.

6. Design/Build Team Composition:

(a) List Team Members (Attach additional sheets as necessary):

Team Member Name

Principal

Discipline/Specialty

Location

Team Member Name

Principal

Discipline/Specialty

Location

(b) Attach copies of registrations, licenses, certificates, and other documentation as issued by the State of Florida, Miami-Dade County, or other agency.

7. Financial Statements for Proposer:

(a) Attach audited financial statements for the last three years, or, at a minimum, CPA-reviewed financial statement for the last three years.

(b) List annual revenues (last three years) and annual net income (Loss) (last three years)

8. Past Experience:

(a) The Proposer must demonstrate their specific design and construction experience in the United States as presented by their Team, including but not limited to wastewater collection systems.

(b) **References:** For the Proposer, provide all design-build clients in the last five (5) years whether the project is complete or ongoing. For each client reference, include the names, organizational affiliations, titles, addresses and telephone numbers. Also, provide client references for all design and/or construction of LED technology and lighting implementation systems or projects similar to the one proposed for the last five (5) years whether the project is complete or ongoing. Identify the specific services provided, the periods for which such services were provided and information relative to this proposed activity. (Use a separate sheet).

(c) Has the Proposer ever failed to complete a bonded obligation? If yes, provide details including circumstances, where and when, name of bonding company, name and address of owner, and disposition of matter on an attachment to this Form.

Yes No

(d) Has the Proposer ever been declared non-responsive or defaulted on a previous contract? If yes, provide details including circumstances, identification of the project, and disposition or current status of the matter on an attachment to this Form.

Yes No

(e) Within the last five years, has the Proposer been involved in a legal matter against the Town of Surfside? If yes, provide details including circumstances, identification of the project, and disposition or current status of the matter on an attachment to this Form.

Yes No

(f) Within the last five years, has the Proposer been involved in a matter that was arbitrated against the Town of Surfside? If yes, provide details including circumstances, identification of the project, and disposition or current status of the matter on an attachment to this Form.

Yes No

9. Current Workload:

(a) List current projects (either in design or under construction) including contract amounts, the scope of the project in square feet of construction, the current status or projected date of completion, and notation of whether participation in the project was fully bonded or not. Attach additional sheets as necessary to portray your total current workload.

Project

Value

Square Feet

Status

Bonded

Project

Value

Square Feet

Status

Bonded

9. Attachments:

(a) **MANDATORY ATTACHMENTS:**

1. Copy of professional registration and/or Certificates of Authorization issued by the Florida Department of Business and Professional Regulation indicating your Team's qualifications as defined in Section 287.055, Florida Statutes.
2. Copies of professional licenses, registration, certifications, or certificates of competency issued by the Florida Department of Business and Professional Regulation or Miami-Dade County for the Proposer and Team Members.
3. Further Documentation or explanatory materials related to Items 6, 7 (g), 7 (h), and 8.
4. Visual examples of two (2) different projects representative of your Team's work such as photos of completed buildings or models, reproductions of renderings, plans, drawings or other types of information sufficient to indicate the quality and character of your work. Each submittal must not be larger than 8-1/2 by 11 inches and should include the following information:
 - a. The original estimated construction cost.
 - b. Time duration from the start of design to completion of construction documents.
 - c. Actual cost of construction awarded or completed.

(b) **OPTIONAL ATTACHMENTS:** Attach any brochures, photographs, video or other documentation that may assist in the evaluation of your Team. A complete copy of any optional

attachment must be included with each of the required copies of your Proposal to receive consideration.

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, team, or corporation to furnish any information requested by the Town of Surfside in verification of the recitals comprising this Statement of Proposer's Qualifications.

(c) Proposer's Representations:

1. The Proposer acknowledges that the Town of Surfside is relying upon the Proposer's statements and representations for determining the Proposer's qualifications. Therefore, any misrepresentations, misstatements, or fraudulent statements shall be used, at the Town of Surfside's sole discretion, as a basis for disqualifying the Proposer.
2. The Proposer unequivocally represents that the statements and information provided in response to this qualification statement are truthful.
3. The Proposer and all persons signing on behalf of the bidding person or entity, has the legal authority to bind the Proposer or entity to the statements and representations made in this document.

SUBMITTED BY

Signature of Proposer

Printed Name

Title

Name of Firm

Date

Signature of Witness

Printed Name

Title

Name of Firm

Signature of Witness

Printed Name

Title

Name of Firm

FROM "6"

**TOWN OF SURFSIDE
Sworn Statement under Section 287.133(3)(a),
Florida Statutes on Public Entity Crimes**

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with the RFP Contract for Design/Build of Downtown LED Lighting Upgrade.
2. This sworn statement is submitted by:

(Name of entity submitting sworn statement)

whose business address is:

Federal Employer Identification Number (FEIN) is: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

(If applicable)

Social Security Number: _____

3. My name is: _____
(Print name of individual signing)

and my relationship to the entity is: _____

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

FORM "9"
REFERENCES

The following is a list of at least three (3) references from municipalities for which Design-Builder provided similar services to those sought in this RFP in the past five (5) years:

Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____