REQUEST FOR PROPOSAL

Design-Build Services
Roadway Improvement Project
NE124 Street between 8th and 9th Avenue
RFP No. 21-03-15

Estimated Budgeted Amount: $200,000

PRE-SOLICITATION CONFERENCE
APRIL 28, 2015 AT 3:00 P.M. **(NON-MANDATORY)**

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
MAY 5, 2015 AT 12:00PM

RESPONSE SUBMISSION DATE AND TIME
MAY 13, 2015 AT 3:00 PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 21-03-15**

Contact Person: Shannon Graham, Purchasing Manager
Email: purchasing@northmiamifl.gov I Phone: (305) 895-9886

The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Proposals from qualified and experienced Design–Build Firm(s) ("Proposers" or "Respondents") to provide comprehensive design-build Services for Roadway Improvements to NE124 Street between 8th and 9th Avenue, located in North Miami, Florida.

Please submit one (1) original bound Proposal, three (3) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

"IMPORTANT, SOLICITATION ENCLOSED"

Design-Build Services
Roadway Improvement Project
NE124 Street between 8th and 9th Avenue
RFP No. 21-03-15

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:		
Non-Mandatory Pre-Solicitation Conference:	April 28, 2015	3:00pm
Last Date for Receipt of Written Questions:	May 5, 2015	12:00pm
Opening of Solicitation:	May 13, 2015	3:00pm
City Council Contract Approval Date:	To Be Determined	

(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

A 5% Bid Guaranty and 100% Payment and Performance Bond is a requirement of this Solicitation

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712.

PRE-SOLICITATION CONFERENCE

A non-mandatory Pre-Solicitation conference will be held on the date and time specified in the Solicitation Timetable section at the site location, NE 124 Street and 8 Avenue to discuss the special conditions and specifications included within this Solicitation. Proposers are requested to bring this Solicitation document to the conference, as additional copies will not be available.

ACCEPTANCE AND REJECTIONS

The City 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 Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,

Shannon Graham,
Purchasing Manager

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All of our contract forms are fill-in able and can be found on our website at:

http://www.northmiamifl.gov/business/purchasing/forms.asp.

- Form A-1 Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit May be curtailed if federal funds are used.
- Form A-4 Questionnaire Instructions
- Form A-5 Addendum to Proposal Documents
- Form A-6 Proposer's Disclosure of Subcontractors and Supplies
- Form A-7 General Insurance Requirements
- Form A-8 Statement of No Response
- Form A-9 Bid Bond
- Form A-14 Reference

Attachment A: Drawings

Attachment can be found on the City's website accompanying this Solicitation at:
www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "Contract" or "Agreement" means a binding written design-built agreement for the solicited Work and/or Services required by the City, including change orders and amendments, containing terms and obligations governing the relationship between the City and the Contractor.

c) "**Contractor"** means the Proposer or Respondent that receives an award of Contract or Agreement from the City as a result of this Solicitation. Contractor shall be the City's Design-Builder of the Project.

d) "Department" means a department of the City of North Miami.

e) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.

f) "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this RFP.

g) "Project" is the total sum of all Work and Services to be performed under a Contract for the design and construction of approximately 600 feet of new paving, including milling and resurfacing, to widen the roadway from NE 8th Avenue through NE 9th Avenue on 124th Street, as specifically delineated in the Scope of Services under Section 3.0 of this RFP. The Project includes design, planning, permitting, construction, code inspection and final inspections necessary to build the component parts encompassing the Project.

h) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor in delivering the Project.

i) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.

j) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.

k) "Work" or "Services" are drawings, diagrams, schedules and other data specially prepared by the Contractor or a Subcontractor, including the construction services required for the Design and Construction of the Project solicited, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor in fulfilling its obligations to the City.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decision s, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, **(Form "A-1")** attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Contractors from doing business with the city whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site** (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

1.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the city determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16 RESPONSE SUBMISSION AND OPENING

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected**,** and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;

(2) If such Proposal is deemed non-responsive;

(3) If the Respondent is deemed non-responsible; or

(4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The selection/evaluation committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentations are scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVE

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

1.23 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into contract Negotiation. The City reserves the right to reject all Proposals.

1.24 THE CITY OPTIONS

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

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25 CONTRACT AWARD

The City anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Proposal Forms and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

1.27 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A

Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.28 CONE OF SILENCE

This RFP is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, proposer or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier subcontractors or sub consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute subcontractors or suppliers from those listed in the Proposal except upon written approval of the City **(See "Form A-6").**

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application *(revised 7/09)* from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any Agreement obtained as a result of this RFP.

1.31 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no

exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.33 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall respond in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or

b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or

c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 COMMUNITY BENEFITS PLAN

The Contractor will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code.

The Contractor will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Contractor shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Contractor, as a precondition to the execution of any Agreement. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the Agreement entered into between the City and the selected Proposer.

1.36 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.37 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.38 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.39 LATE SUBMISSIONS

The City will not accept Proposals received after opening time and encourages early submittal.

1.40 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.41 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.42 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.43 CONSTRUCTION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

1.44 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.45 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to solicit Proposals from qualified, experienced and licensed Respondent(s) to furnish all labor, documents, equipment and materials required to provide the design and construction of roadway improvements to NE 124th Street between NE 8th through NE 9th Avenue. Improvements will include, but not limited to curb and gutter, milling and resurfacing, proper street markings and signage, preparing area for widening road for new asphalt, new parking spaces, new lighting, cut opening in existing wall to create entrance into city parking lot, landscaping, new sod installation in swale areas and patterned stamped asphalt where designated by the City. The project has a completion time of 90 days.

This Solicitation shall serve to provide interested parties with general information as to the procedures for which a Respondent maybe selected.

2.2 NON-MANDATORY PRE-SOLICITATION CONFERENCE/WALK THRU TOUR

A non-mandatory Pre-Solicitation Walk Thru tour will be held on the date and time specified in the Solicitation Timetable section. The Walk Thru will be held at the site: NE 124th Street and NE 8th Avenue, North Miami, FL 33161 to discuss the special conditions of this Solicitation. It is highly recommended that Proposers attend this meeting to obtain information relative to this Solicitation. Attendees are requested to bring the Solicitation document(s) to the conference, as additional copies will not be available.

2.3 TERM OF CONTRACT: UPON COMPLETION

Services shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the commodities, equipment and/or Services acquired in conjunction with this Solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

2.4 OPTION TO RENEW

Intentionally Omitted

2.5 METHOD OF AWARD

See section 4 for method of evaluation and award.

2.6 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME:

It is mutually agreed that time shall be an essential part of this Solicitation, and that in case of the failure on the part of the Respondent to achieve completion of Work within the time specified and agreed upon in the Contract, the City will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), Architect-Engineer's additional fees, as well as additional personnel superintendence, and necessary traveling expenses, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be Four Hundred dollars ($400) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed. The Contractor agrees that said sum shall be deducted from monies due to Contractor under the Agreement, or if no money is due, the Contractor agrees to pay to the City as liquidated damages, and not by way of penalty, the amount of Four Hundred dollars ($400) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the Agreement.

2.7 INDEMNIFICATION AND INSURANCE

Respondents must submit with their response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.7.1 COMMERCIAL GENERAL LIABILITY

With project dedicated minimum limits of **$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of Project.

2.7.2 PROFESSIONAL LIABILITY (Errors and Omissions)

$1 million minimum limit covering damages arising from the negligence of Contractor or its subcontractors i.e. architect/engineer in the performance of professional services relative to this Project.

2.7.3 COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of **$1 Million**, covering any auto including non-owned, hired or leased

2.7.4 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Fidelity / Dishonesty Coverage of $500k not included here, but see Form A-7.

2.7.5 BUILDER'S RISK

Written for the value of Project with deductible acceptable to City's Risk Management Division – General contractor shall procure coverage on an "all-risk" basis to insure participants against a casualty loss to the construction project. Coverage should also apply to transit, offsite storage, design errors, faulty workmanship and/or faulty materials, expediting expenses, debris removal and any maintenance coverage needs. Policy shall be in force from commencement of construction and continue in full force until a certificate of occupancy is issued.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of Project. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this Agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.

2.8 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE

All Proposals shall be accompanied by an offer guaranty/bid bond in the form of a Certified Check, Cashier's Check or Bid/Proposal Bond in the amount of 5 % of Total price, payable to the City of North Miami. Subsequent Contract award shall be conditioned upon the Contractor submitting the stipulated performance and/or payment bond within seven (7) calendar days following notice of award, in the form and manner required by the City. Any offer which is not accompanied by an offer guaranty/bid bond shall be considered unacceptable and/or non-responsive and ineligible for award. In case of failure or refusal to submit the performance and/or payment bond within the time stated, the security submitted with the offer shall be forfeited as liquidated damages because of such failure or default. All Respondents shall be entitled to the return of their offer guaranty.

2.9 PERFORMANCE AND PAYMENT BOND

For projects that exceed $100,000, the City shall require the Contractor to furnish a Performance and Payment Bond in the amount of 100% of the total Proposal Price, with the City of North Miami as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith within ten (10) calendar days after notification of the award by the City. The bonds shall be with a surety company authorized to do business in the State of Florida.

2.10 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses to take out or rebuild such Work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop said Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.11 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.11.1 Respondent Information:

- The name of the business organization as specified on the Contract between City and Contractor
- Date of invoice
- Invoice number
- Contractor's Federal Identification Number on file with the State

2.11.2 City Information:

- City Purchase Order Number

2.11.3 Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

2.11.4 Goods or Services Provided per Contract:

- Description
- Quantity

2.11.5 Delivery Information:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, services or property

2.11.6 Failure to Comply:

- Failure to submit invoices in the prescribed manner will delay payment.

2.12 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all federal, state and local rules and regulations regarding food handling, operation of a concession business, and any other laws that would apply to operating a similar type of business.

2.13 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all

relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services.

2.14 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done.

2.15 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Respondent hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Respondent in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Respondent are found to be defective or do not conform to specifications: (1) the materials may be returned to the Respondent at the Respondent's expense and the Contract cancelled or (2) the City may require the Respondent to replace the materials at the Respondent's expense.

2.16 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.16.1 TYPE OF WARRANTY COVERAGE REQUIRED

The Respondent shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Respondent shall remain in force for the full period identified by the Respondent; regardless of whether the Respondent is under Contract with the City at the time of defect. Any payment by the City on behalf of the goods or Services received from the Respondent does not constitute a waiver of these warranty provisions.

2.16.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within 7 calendar days after the City notifies Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Contractor in default of its Contract, and/or (b) procure the Work or Services from another source and charge the Contractor for any

additional costs that are incurred by the City for this Work or items; either through a credit memorandum or through invoicing.

2.17 GUARANTEE AGAINST DEFECTS SHALL BE ONE YEAR

Contractor shall, in addition to all other guarantees, be responsible for faulty labor and defective materials and equipment within a period of one year after date of acceptance of the Project by the City. The Contractor shall promptly correct these deficiencies, without cost to the City, within one year after the City notifies the Contractor of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

2.18 INSPECTION BY THE CITY

The Contractor is required to conduct on-site inspections at times which are mutually convenient to the Contractor and the City's officials, and shall be performed prior to the final completion of the Project in order to evaluate conformity with the contract documents. The Contractor shall provide reasonable notice to the City prior to the scheduling of these on-site production inspections.

The City reserves the right to require modifications to the Project if such modifications are necessary in order to bring the Project into compliance with the Contract specifications or the Contractor's Proposal.

2.19 ACCEPTANCE OF PRODUCT BY THE CITY

The Work to be provided hereunder shall be delivered to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Contractor-provided product is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned, at Contractor's expense. At the City's own option, the Contractor shall either provide a direct replacement for the item, or provide a full credit for the returned Work. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

2.20 NOTICE TO PROCEED

The Contractor shall neither commence any Work, nor enter a City Work premise, until a written Notice to Proceed (NTP) directing the Contractor to proceed with the Work has been received by the Contractor from City Project Manager or an authorized City representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Solicitation and resultant Contract.

2.21 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

The Respondent shall state in its offer the number of calendar days from the date of the Notice to Proceed in which it will guarantee to complete the Work, repair,

and/or service. A verbal instruction from an authorized City representative shall constitute sufficient notice to the Contractor to commence Work. Time for completion may be considered a factor in determining the Contractor to whom award will be made, if so stipulated in provision entitled “Method of Award”.

All Work shall be performed in accordance with good commercial practice. The Work schedule and completion dates shall be adhered to by the awarded Respondent; except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the City of the delays in advance of the original completion date so that a revised completion schedule can be appropriately considered by the City.

Should the Contractor to whom the Contract is awarded fail to complete the Work within the number of days as stated in its offer, it is hereby agreed and understood that the City reserves the authority to cancel the Contract with the Contractor and to secure the Services of another Contractor to complete the Work. If the City exercises this authority, the City shall be responsible for reimbursing the Contractor for Work which was completed and found acceptable to the City in accordance with the Contract specifications. The City may, at its option, demand payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the original Contract price which were incurred by the City as a result of having to secure the Services of another Respondent. If the Contractor fails to honor this invoice or credit memo, the City may terminate the Contract for default.

2.22 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association (NFPA) and the Florida Department of Transportation (FDOT) standards

2.23 WORK ACCEPTANCE

This Project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

2.24 DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

The Contractor shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Contractor by the City's project administrator, who may confirm all such verbal reports in writing. The Contractor shall bear all costs of correcting such rejected Work. If the Contractor fails to

correct the Work within the period specified the City may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the Work within the period specified in the notice, the City shall place the Contractor in default.

2.25 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Solicitation the Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All material, Workmanship, 100% design, testing and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.26 LICENSES, PERMITS AND FEES

The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this Project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contemplated herein. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

2.27 MODIFICATION TO PROJECT DESIGNS

The City Manager or authorized representative reserves the right to change the design of any interior furnishing details shown on the Contract documents without additional cost; provided that there is no increase in the amount of materials, workmanship or cost to the Contractor. Any conflict or inconsistency between the drawing and specifications, and/or any discrepancy between any dimensions and the drawings, shall be reported, in writing, by the Contractor to the City's Project Manager or authorized representative; whose decision thereon shall be conclusive.

Any errors, omissions, ambiguities, and/or discrepancies which are found on the drawings or in the specifications during the course of the Work shall be interpreted by the City Manager or authorized representative. Further, any discrepancies between the drawings and specifications which the Contractor failed to bring to the attention of the City Manager or authorized representative before submitting its offer shall be interpreted by the City Manager or authorized representative. The Contractor hereby understands and agrees to abide by the City Manager or authorized representative interpretation and agrees to complete the Work in accordance with the decision of the City Manager or authorized representative. If the Contract Documents are not complete as to any minor detail of a required system or equipment, but there exists an accepted manufacturing standard, such details shall be deemed to have been implied and required by the Contract Documents in accordance with such standard.

2.28 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

2.29 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Respondent response, the Respondent is required to identify any and all Sub-contractors that will be used in the performance of the proposed Contract, their capabilities and experience, and the portion of the Work to be done by the Subcontractor. The competency of the Sub-contractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Respondent fails to identify any and all Subcontractor in the Proposal, the Respondent may be allowed to submit this documentation to the City during the Solicitation evaluation period if such action is in the best interest of the City.

2.30 WAIVER OF IRREGULARITIES

The City may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

2.30.1 Any design submittals that are part of a Proposal shall be deemed preliminary only.

2.30.2 Preliminary design submittals may vary from the requirements of the Project criteria. The City, at their discretion, may elect to consider those variations in awarding points to the Proposal rather than rejecting the entire Proposal.

2.30.3 In no event will any such elections by the City be deemed to be a waiving of the Project criteria.

2.30.4 The Proposer who is selected for the Project will be required to fully comply with the Project criteria for the Price Proposal, regardless that the Proposal may have been based on a variation from the Project criteria.

2.30.5 Proposers shall identify separately all innovative aspects as such in the Proposal. Innovation should be limited to Respondent's means and methods, approach to Project, use of new products, and new uses for established products.

2.30.6 Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Proposals.

2.31 COUNCIL MEETING

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representative."

2.32 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Manager, Shannon Graham via email at purchasing@northmiamifl.gov. Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section**.** All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION

The City has issued this Request for Proposal to solicit competitive Proposals from Respondents for the design and construction of the roadway improvement project, where architectural, engineering and roadway construction services are required, pursuant to the terms, conditions and specifications contained herein (collectively referred to as "Work" or Services"). The selected Respondent ("Contractor")shall design, engineer, procure, construct, deliver, erect, and test the complete Project consisting of all of the necessary labor, materials, supplies, furnishings, tools, services, MOT (Maintenance of Traffic) services, equipment, structures including those things reasonably inferable from the Specifications and Drawings necessary to complete the Project. The Contractor shall provide all labor and supervisory personnel required in connection therewith. The Contractor shall at its expense, obtain any and all required permits, inspections, and testing as well as pay any fees required for this Project.

Construction documents must be approved by requisite agencies prior to commencement of the construction phase. Only signed and sealed plans which are stamped "Released for Construction" and approved by requisite agencies and the City are valid and all Work that the Contractor performs in advance of that such release of plans will be at the Contractor's risk. The City reserves the right to make changes or alterations to the schedule as the City determines is in the best interests of the public. Contractors will be notified sufficiently in advance of any changes or alterations. Unless otherwise notified in writing by the City, the term for completing the Project shall constitute an absolute deadline.

3.2 SCOPE OF WORK / DESIGN CRITERIA

The project includes milling and resurfacing from NE 8th Avenue through NE 9th Avenue and 124th Street. Approximately 5 feet of new pavement needs to be added to widen the south side of the roadway (approximately 600 feet of new paving). Proper street markings and striping for new parking spaces need to be installed along with any necessary signage. Curb and gutter installation for planter areas consisting of root pruning and root barriers installed. Patterned stamped asphalt will be installed at both Avenues and entrance to City parking lot. Prepare swale and install new sod, cut opening in existing wall to create entrance into city parking lot and prepare and install new asphalt driveway approaches. Provide new landscaping and lighting.

In addition, the Contractor shall provide all the labor, materials, supplies, furnishings, services, engineering drawings review, supervision, equipment, expertise and supervision to develop plans, drawings and construction services and specifications for the roadway improvement project within allotted budget.

Contractor shall, at its own expense, obtain any required permits, inspections, and testing. The Design-Build Firm shall also review Project scope and prepare design development documents for the project, and establish the agreed upon Guarantee Maximum Price (GMP) construction cost. Based on approved design documents and GMP, prepare construction / permit documents that; describe the nature and extent of the Project to obtain bids for the Work and all necessary approvals and permits for the Project. Also, track and control Project costs to assure that the Project as designed falls within the GMP as included in the executed Contract; and develop and maintain a Project schedule that meets schedule milestones as included in the Contract.

Maintain control of the construction Work to maintain the Project on the approved schedule and within the GMP cost. Provide these services to and through substantial completion, punch list resolution, and final Project closeout.

Comply with Community Redevelopment Agency (CRA) guidelines, as they apply to funding (100%) for this project.

3.3 PROJECT COORDINATION

Upon Issuance of a Notice to Proceed (NTP) to commence Services, the Contractor will conduct Project coordination meetings every two weeks, or as agreed to by the City, through the duration of the Project. The Contractor will be responsible for taking and distributing official meeting minutes that accurately reflect the discussions and decisions conveyed at each meeting.

3.4 DESIGN PHASE

3.4.1 Program Verification:

Prior to the start of the Design Phase, meet with City-designated representatives to review the roadway improvement conceptual plan and Contractor's proposed Project scope to verify consistency between City requirements and Contractor's Proposal to confirm a unified Project scope.

3.4.2 Design Development:

Develop the plan and other documents based on the conceptual plan, work with the City to identify and select required equipment (including lighting) and landscaping and prepare design development documents, hard line and to scale to include;

- The location of power and utility hookups if any; coordination with Florida Power & Light (FPL) and/or any other utility firm.
- Outline specifications in Construction Specifications Institute's (CSI) format including the lighting and landscaping items for all materials and equipment to be incorporated into the Project.

- A Cost Estimate in CSI format with unit prices and quantities for all products and materials, in sufficient detail as determined by the Contractor to establish the Guaranteed Maximum Price (GMP) for construction of the roadway improvement project as designed. Include separate pricing of Alternates where required. All items shall be Subcontractor level pricing with general contractor costs clearly identified. This estimate shall be the basis for the GMP which, upon acceptance by the City, will be incorporated into the Contract.
- Project Schedule for the design and construction phases through final completion and Project closeout. Schedule shall indicate at a minimum critical path and major events at the design development phase and shall confirm Project progress and completion in compliance with the contracted milestone dates/durations. Contractor shall confirm anticipated time periods required for plan review and Permit acquisition and shall identify those activities and include adequate time in the Project Schedule to accommodate those activities.
- Design Development approval; obtain written City approval of the design development submittal before proceeding with the preparation of construction documents.

3.4.3 Design Development Submittals

- Five sets of full size plans and specifications
- Five sets of half size plans
- One electronic copy of all documents

3.4.4 Construction Documents and Permit Acquisition

Based on the approved Design Development submittal together with revisions if any resulting from the review process, prepare completed construction documents sufficient to obtain the necessary plan review approvals and permits and to accomplish the construction phase of the Project, to include at a minimum, the following;

- Refinement and completion of the drawings included in the Design Development submittal, together with additional drawings as determined necessary by the Contractor to accomplish the Work.
- Complete Project specifications in CSI format including information for all materials and equipment to be incorporated into the Work.
- A finalized Project Schedule in CPM format for the design and construction phases through final completion and Project closeout. Schedule shall include all activities, define the critical path, and include all Project milestones through Project closeout. The Schedule shall confirm Project progress and completion in compliance with the contracted milestone dates/durations.

- Construction Documents approval; obtain written City approval of the Construction Documents submittal before proceeding with the Construction Phase Work. City anticipates a period of two weeks for review and approval from the date of receipt of a complete Construction Documents submittal package from the Contractor.
- Upon submission of the completed Construction Documents for City review, Contractor shall proceed immediately with submittal of plans for plan review and Permit acquisition. Changes, if any, to the Construction Documents resulting from City review will be addressed during the permitting process.

3.4.5 Construction Documents/Permit Acquisition Submittals

- 3 sets of full size plans and specifications
- 3 sets of half size plans
- Three electronic copies (CD) of the submittal package
- Provide plan, summary Project schedule and a summarized cost estimate for City Project Manager.
- For Plan Review and Permit acquisition, provide and submit additional construction document sets as required by the reviewing agencies (including the City).

3.5 CONSTRUCTION PHASE

Provide all labor, materials and services to complete the construction of the Roadway Improvement Project in accordance with the City-approved Drawings and the Contract, including, but not necessarily limited to;

- Finalize Subcontractor bids as required to accomplish the Work in accordance with the Construction Documents and the GMP included in the Contract.
- Provide all roadway construction activities and site Work.
- Provide all construction administration services including construction quality control.
- Coordinate all construction activities.
- Conduct regularly scheduled bi-weekly Project coordination meetings, to include the City's representatives. Prepare and distribute detailed meeting minutes.
- Upon Substantial Completion, which is defined as all items in the design documents are installed, initially tested, and is sufficiently complete in accordance with the Contract Documents so the City can utilize the Project for its intended use. Complete the final punch list, and provide as-built drawings (hard copies and digitally).

3.5.1 Additional Requirements

1. The City has limited existing drawings that are available for reference, but are not to be relied on for accurate representation of the existing conditions.
2. Provide a full Project schedule, updated bi-weekly, at each coordination meeting.
3. By execution of the Contract, the Contractor specifically acknowledges and agrees that it is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design and construction of the Project, and that any information being provided by the City is merely to assist the Contractor in completing adequate site/facility investigations.
4. Acquisition of all permits and preparation of complete permit packages will be the responsibility of the Contractor. If any permitting agency rejects or denies a permit application, it is the Contractor's responsibility to make whatever changes necessary to ensure the permit is approved, at its own cost.
5. The Contractor shall be responsible for verification of existing conditions, including research of all existing records and other information.
6. The Contractor shall schedule periodic meetings with agencies as required for resolution of design and/or construction issues. These meetings may include but are not necessarily limited to:
   - Agency technical issue resolution
   - Permitting agency coordination
   - Local government agency coordination
   - Project evaluation meetings with City and permitting agency personnel
7. During construction, the Contractor shall meet with the City's Representative on a bi-weekly basis and provide a three-week look ahead for activities to be performed during the coming weeks.
8. The Contractor shall, on a monthly basis, provide written progress reports that describe the items of concern and the Work performed on each task. The report will include status reports on Requests for Information (RFIs), submittals, City direct purchase, potential and pending change orders and Project costs. Pictures of the progress of the Work will be included. An updated schedule is required each month as part of this report and also as an attachment to the monthly Payment Application.

3.5.2 Quality Control of Design

The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings,

specifications, geotechnical schematics, construction, and other related services required for the completion of the Project.

The Contractor shall, without additional compensation, correct all errors, omissions, or deficiencies in the surveys, designs, drawings, specifications and/or other Services provided by the Contractor.

The Contractor shall provide Construction Documents (Plans and Specifications) to the City prior to issuance by the City of the NTP, which shall include any and all changes or revisions resulting from City review, permitting/code plan review, or any City-approved changes to the Project scope or documents.

The City will review the Construction Documents for conformance to the criteria package and approved Design Development and Project Pricing documents. A NTP for construction will be issued once conformance is verified, all required permits have been issued, and the required Design Development Submittal sets are received by the City.

3.5.3 Quality Control of Construction

The City will inspect the construction Work and receive and review documentation from the Contractor to ensure the quality of Services being provided.

3.5.4 Shop Drawings

The Contractor shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall bear the stamp and signature of the Contractor firm and where required by the technical specifications shall be reviewed and acknowledged by the Architect/Engineer (A/E) of record. The City will review the Shop Drawings to evaluate compliance with Project requirements and provide any findings to the Contractor. The City's procedural review of shop drawings is to assure that the Contractor has accepted and signed the Shop Drawings. The City's review is not meant to be a complete and detailed review. No construction will occur until all related design review and Shop Drawing review comments are resolved. The City shall receive a set of approved Shop Drawings for its files and permanent records.

3.5.5 Traffic Control Plan

The Contractor firm shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction.

3.5.6 Architectural and Engineering

The Contractor's professional architect/engineer responsible of the Project's design shall professionally endorse (signed and sealed and

certified) the record prints, the special provisions and all references and support documents.

3.5.7 Project Record

Project Record (As-built) Plans (hard copy and digital) and O & M Manuals must be submitted by the Contractor firm to the City's Representative prior to final acceptance of the Project as substantially complete.

3.6 PROJECT SCHEDULE

The Contractor shall submit and maintain a Project schedule to include the following minimum activities (if applicable):

3.6.1 Contractor Design Phase

- Anticipated NTP
- Scope Reviews
- Design Submittals
- Design Reviews
- GMP Submission & Approval
- Construction Documents
- Permitting
- Acceptance Milestones

3.6.2 Contractor Construction Phase

- Anticipated NTP
- Acceptance Milestones
- Start of Construction
- Drawing and Submittal Approvals
- Construction Mobilization
- Roadway Construction
- Maintenance of Traffic Phases
- Substantial Completion
- City Acceptance
- Final Completion for all Work
- Additional Construction Milestones as determined by the Contractor

3.6.3 The Contractor shall provide to the City's Representative Final Record (As-Built) Documents to include; five (5) sets of full size plans and specifications, five (5) sets of half size plans and one (1) electronic copy of all construction documents. Record Documents shall include all modifications to the Work not inconsistent with the drawings as issued for construction, subsequent to the City's issuance of the NTP.

3.6.4 The Contractor shall provide a 1 year Contractor guaranty in addition to all specified manufacturers and Subcontractor warranties.

3.7 SITE INVESTIGATION

Proposers should carefully examine the site of the proposed Project before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all Work required pursuant to the mandates and requirements of this Solicitation and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or that may be encountered in the execution of the Work pursuant to this Solicitation as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, as defined in the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

3.7.1 The Contractor shall be required to visit the Project site and to acquaint themselves with existing conditions (environmental issues, flooding/existing drainage issues, adjacent facilities, existing county utilities (above and underground), measurements, etc.

3.7.2 No inspection, failure to inspect, or waiver of inspection on the part of the City shall relieve the Contractor of their duty to complete the Work as described herein, in full.

3.7.3 Contractor agrees that the price specified on Price Solicitation Form ("Contract Price") is based on the Contractor's examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination.

3.7.4 By execution of the Contract, the Contractor specifically acknowledges and agrees that the Contractor is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design and construction developed by the Contractor and that any information is being provided merely to assist the Contractor in completing adequate site investigations. Notwithstanding any other provision in the Contract Documents to the contrary, no additional compensation will be paid in the event of any inaccurate information.

3.8 PRICE/COST OF SOLICITATION

The Contractor will prepare a pricing tabulation (Price Solicitation Form – Appendixes B) that clearly identifies a Lump Sum Cost for the Project as a single line item.

The Lump Sum Cost will be broken down to allow the evaluators to understand assignment of cost for all Work necessary to complete the Project. The Cost Breakdown will utilize the CSI format of specification division to assign cost. The Contractor will also provide as a separate item, the cost assigned for Architectural/Engineering Services for Final Design, Permitting and Construction Administration Services.

3.9 PERMITS

Contractor shall obtain all necessary permits that may be required from the City of North Miami, the State of Florida, Miami-Dade County and/or any other permits required for the Project by any permitting authority having jurisdiction with the design and construction of the Project. The Contractor shall be responsible for the full payment of all fees to authorities having jurisdiction. The Contractor will be responsible for preparing designs and proposing construction methods that are permitable. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Contractor, and will not be considered sufficient reason for time extension. As the permitee, City is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications. If, as a result of design changes proposed by the Contractor, additional environmental mitigation is required, it shall be the responsibility of the Contractor to pay for the mitigation.

END OF SECTION

SECTION 4.0
EVALUATION/SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non- responsive. The Contract will be awarded to the lowest responsible and responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

4.2 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Proposer must demonstrate sufficient capacity, resources and experience to provide Design-Build Services and must be licensed under Chapters 481, 471 and 489, Florida Statutes. Any Proposer that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE" and will not be evaluated / scored

4.2.1 At a minimum, the Respondent shall be licensed to do business in the State of Florida. Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of the following;

- **The firms Sunbiz registration**
- **Copy of Florida Architect and Engineer license**
- **Copy of Florida General Contractors license**

4.2.2 At a minimum, Proposer must provide at least three (3) references of clients to which it has provided Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last five (5) years.

4.2.3 Joint Ventures. Two or more Respondents submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18, Rev. 09/13. If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal. The Proposal shall clearly identify who will be responsible for the design, engineering, quality control, environmental and geotechnical and construction portions of the Project.

4.2.4 Relevance Experience. Respondents must have completed at least one (1) Design-Build project similar in size and nature within the past five (5) years;

4.2.5 Team Experience. The Design–Builder's Team must have worked together and completed at least one (1) project as a team. **(If Applicable)**

4.3 EVALUATION PROCESS

An evaluation/selection committee appointed by the City Purchasing Department ("Evaluation Committee") shall review the responses to this Solicitation for compliance with the requirements and provide an objective evaluation of all Respondents. The Evaluation Committee will be comprised of appropriate City personnel from multiple departments and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The Evaluation Committee's initial evaluation of Respondents shall be on the basis of the specific Project needs and the professional services offered by the Respondent as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

4.4 SELECTION CRITERIA

Criteria will be scored on a scale of **"0" to "100"** per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by using a combination of Respondent's total scores for criteria listed. Selection will not be based solely on lowest price. The City will put each Proposal through a process of evaluation to determine the Respondent's responsiveness to City's needs. Criteria to be considered include:

Criteria	Maximum Points
Conceptual Design	25
Methodology & Approach (Project Management Plan)	25
Price Proposal	10
Designer's Qualifications and Experience	15
Contractor's Qualifications and Experience	15
Methodology, Approach & Outreach (effort to contract with Local Respondents & Residents)	10
Evaluation Score:	**100**

4.3.1 CONCEPTUAL DESIGN (MAXIMUM POINTS 25)

The Respondent will produce a Conceptual Design Plan that visually illustrates the proposed design of the Project and provides a narrative description of the precise plan. The design concept shall meet all identified requirements and considerations as appropriate such as lighting, landscaping, etc.

4.3.2 METHODOLOGY & APPROACH PROJECT MANAGEMENT PLAN (MAXIMUM POINTS 25)

Proposed Methodology, Approach and Implementation Plan should demonstrate the Respondent's response to meet the services required by the City, as listed throughout this Solicitation by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the portions of the Work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications. Relevant considerations include the quality and feasibility of your approach to meeting these needs, attach a Project plan if appropriate.

Identify how you will meet all other aspects of the Scope of Work and related requirements. List any items you cannot provide. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance the revenue cycle for the City.

4.3.3 PRICE PROPOSAL (MAXIMUM POINTS 10)

A total Price Proposal (proposed "Contract Price") shall be submitted on the **PRICE PROPOSAL FORM** in *"Appendixes B"* - Price Schedule breakdown shall consist of a lump sum, fixed fee amount. The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Design Builder in implementing, fulfilling and completing all aspects of the Design-Build Project. The information must include, but not be limited to the design, plans approval, permitting, construction and activation of the Project in accordance with the requirements set forth in the City's Request for Proposals and the requirement of any and all agencies or organizations having jurisdiction for Project review, permit approval or the design, construction, occupancy, activation, use or operation of the Project, or use of the property on which the Project is located.

The Price Proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the Respondent's general, administrative and overhead costs, Project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

The Respondent will provide a Schedule of Values to the City for their approval. The total of the Schedule of Values will be the lump sum Contract Price for the Work. The Respondent's submitted Price Proposal

is to be a lump sum amount for completing the Scope of Work in this Solicitation.

The firm submitting the lowest lump sum cost will receive all possible points for this category. All other respondents will receive points proportionate to the lowest lump sum cost response (example: a fee that is 10% higher than the lowest fee submitted will receive 10% lower points.

4.3.4 DESIGNER AND CONTRACTOR QUALIFICATION & EXPERIENCE (MAXIMUM POINTS 15 EACH)

Provide a statement of qualifications for your organization, a statement of the size of Respondent, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this Solicitation. Provide copies of all licenses requested in the "Minimum Qualification" section of this Solicitation.

As evidence of your Respondent's establishment submit copy of the State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report (obtain from sunbiz.org).

If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this Solicitation. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual. Provide a resumes for all proposed personnel on the Respondent's team that will be assigned to the Contract to meet the requirements of the Solicitation documents. The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project. Information on resumes shall contain comprehensive data that is easily verifiable.

Provide no more than three samples of the Respondent's similar completed projects and the Reference Form A-14 with three references (the sample may be the same as the references).

4.3.5 METHODOLOGY, APPROACH AND OUTREACH EFFORT TO CONTRACT WITH LOCAL RESPONDENTS AND RESIDENTS (MAXIMUM POINTS 10)

The City is seeking Respondents that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151, City Code.

4.5 ORAL PRESENTATIONS

Respondents may be invited to provide an Oral Presentation as a part of the evaluation process for this Solicitation. The Evaluation Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Work. The oral presentation may clarify but may not modify the prior written submission. Verbal

exchanges between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

4.6 NEGOTIATIONS

The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive proposer. This process may continue until a contact acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

4.5.1 Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4.5.2 Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION

SECTION 5.0
PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

5.3 GENERAL INSTRUCTIONS

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section, neatly typed and double sided. All documents and information must be fully completed and signed as required. When submitting the one (1) complete scanned electronic copy on CD or DVD in adobe or Word format ensure it is labeled with the your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

5.3.1 COPIES

Please submit an original Proposal, be sure to clearly mark "Original" as such. Three (3) complete copies of the original Proposal are requested. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

5.3.2 SUBMISSION

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Project Timetable section of this Solicitation. At which time the Proposals will be opened and read in the Council Chambers by a member of the Purchasing Department.

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED

Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161 (Please clearly mark Proposal).

5.4 PROPOSAL FORMAT

The Proposal must be in the following format. Failure to include responses to items #1 through #8 in this Section 5 may result in the proposer being deemed non-responsive and resulting in the Proposal not being considered.

Separated by a physical tab/divider each require and/or non-require document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

LABEL EACH SECTION AS NUMBERED

1. COMPANY NARRATIVE

The Respondent shall provide a Narrative Description of the company and the project. Included in this narrative shall be a list of any exemptions or assumptions made by the respondent. Included as part of the narrative shall be the following information:

- Cover Page Form (**APPENDIXES A**)
- Proof of insurance (see Contract Form A-7 and Section 2.7)

2. CONCEPTUAL DESIGN

- Provide a statement of the Respondents understanding of the Project. Include a plan and time frame for completing the specified Work;
- Innovativeness: Provide a conceptual design for the proposed Project. Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new or time saving techniques to accomplish the Work in a timely manner without sacrificing quality.
- Construction Schedule: Provide schedule which supports the established Design-Build Contract duration submitted as part of the Proposal. The Schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the Project, including estimated starting and completion dates of various activities, design phase, procurement of materials, scheduling of equipment, and construction phase with a level of detail commensurate with the level of detail in the Proposal.

3. PRICE PROPOSAL/SCHEDULE OF VALUE

The Proposer will provide **(APPENDIXES B)** and Schedule of Values to the City for their approval. The total of the Schedule of Values will be this lump sum Contract Price for the Work.

The firm submitting the lowest overall lump sum cost will receive all possible points for this category. All other respondents will receive points

proportionate to the lowest lump sum cost response (example: a fee that is 10% higher than the lowest fee submitted will receive 10% lower points).

4. METHODOLOGY & APPROACH TO THE PROJECT

Proposers approach methodology to providing the services requested in this Solicitation:

- Suitability of the methodologies and approaches used in achieving tasks
- Overall organization to completing the Project
- Ability to meet desired timelines and deadlines

5. QUALIFICATION & EXPERIENCE

Proposer's relevant experience, qualifications & past performance

- An explanation of why the Proposer is the best qualified to perform the Contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP.
- A schedule of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the Project at hand.
- General Contractor and Architect licensed to do business in the State of Florida;
- Proposers must provide proof they have been engaged in similar work as described herein for a minimum of 5 years.
- Proposer must provide at least three (3) references of clients to which it has provided said Services (Reference Form A-14). If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last five (5) years.

- **Joint Venture:** Two or more Respondents submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18. If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal. The Proposal shall clearly identify who will be responsible for the design, engineering, quality control, environmental and geotechnical and construction portions of the Project.

- **Relevent Experience**: Respondents must have completed at least one (1) Design-Build project similar in size and nature within the past five (5) years;

- **Team Experience**: The Design–Builder's Team must have worked together and completed at least one (1) project as a team. **(If Applicable)**

6. METHODOLOGY, APPROACH AND OUTREACH EFFORT TO CONTRACT WITH LOCAL RESPONDENTS AND RESIDENTS

The City is seeking Respondents that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code.

- Provide a plan for outreach and subcontracting with local Respondents and hiring local residents as a part of this Project
- Indicate a commitment to this effort in terms of a percentage of the total price Proposal.

The City retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all Work under the Contract as it deems necessary to ensure safe and satisfactory Work.

5.5 APPENDIXES FORMS

At minimum each Proposer shall submit the following below. Responses should correspond to each particular section and subsection of the Solicitation and should be labeled accordingly.

i. COVER PAGE FORM (APPENDIXES A)

The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in. The Cover Page Form shall include the company name, identify the person authorized by law to render the Services (as registered with the State of Florida Division of Corporations) and title. In addition, the Respondent shall include the mailing address, phone number, fax number and e-mail address.

The Respondent shall identify one person of authority that will receive all notifications from and will be contacted directly by the City as needed in reference to this Solicitation.

ii. PRICE SOLICITATION FORM (APPENDIXES B)

A total Price Solicitation (proposed "Contract Price") shall be submitted on the "**PRICE SOLICITATION FORM** in ***"Appendixes B"*** - Price Schedule breakdown shall consist of a lump sum, fixed fee amount. The Price Solicitation shall be based upon and include any and all costs or expenses to be incurred by the service in implementing, fulfilling and completing all aspects of the service.

The Price Solicitation, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the general, administrative and overhead costs, Project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

iii. SUBMITTAL CHECKLIST (APPENDIXES C)

The Submittal Checklist shall be submitted as part of the Proposal. A checklist is provided merely for the convenience of the Proposer and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

5.6 CONTRACT FORMS

All Contract forms must be completed (with all blanks filled in), executed and properly notarized.

The following forms must be submitted in the following order:

Respondent Registration (if not registered)

Form A-1 Public Entity Crimes Affidavit

Form A-2 Non- Collusive Proposal Certificate

Form A-3 Local Preference Affidavit *(if applicable, attach evidence)*

Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*

Form A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*

Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*

Form A-9 Bond Guaranty - **Must be included with RFP submittal**

Form A-14 References (Only required in Tab 5)

All of our forms can now be found on our website at: **http://www.northmiamifl.gov/business/purchasing/forms.asp. These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.**

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta) for all applicable addends.

END OF SECTION

SECTION 6.0
ATTACHEMENTS, FORMS & APPENDIX

Appendix A

COVER PAGE & CONTACT PERSON INFORMATION

DESIGN-BUILD SERVICES FOR
ROADWAY IMPROVEMENT PROJECT ….

RFP 21-03-15

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification (FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

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

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

Appendix B
PRICE PROPOSAL FORM

DESIGN-BUILD SERVICES FOR ROADWAY IMPROVEMENT PROJECT….

RFP 21-03-15

The prices listed below shall include the total cost to complete the services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and/or products requested by the City of North Miami.

ARCHITECTURE/ENGINEERING

1.) Design Development $ _____

2.) Permitting $ _____

TOTAL ARCHITECTURE/ENGINEERING PRICE: $ _____

CONSTRUCTION

3.) Site (Demolition, Paving, Milling, Resurfacing, Street Marking, Signage, etc.) $ _____

4.) Landscaping $ _____

5.) Lighting $ _____

6.) Construction Administration $ _____

TOTAL CONSTRUCTION PRICE: $ _____

*****Be sure to attach CSI format breakdown***

TOTAL PRICE: **$** _____
Design & Construction Price (Items 1-6)
(proposed "Contract Price")

1. The price listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of the design-build services and product requested by the City of North Miami.

Company Name

Offeror Signature | Date:

Name: (Please Print) | Title:

Appendix C

PROPOSAL SUBMITTAL CHECKLIST

DESIGN-BUILD SERVICES FOR ROADWAY IMPROVEMENT PROJECT

RFP 21-03-15

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet	
	Appendix B: Price Solicitation Form	
	Appendix C: Submittal Checklist	
Tab/Page No.	**Section Two (2) Narrative Description**	**OFFICE USE ONLY**
	Conceptual Design	
	Methodology & Approach to the Project	
	Business Structure	
	Qualification & Experience	
	Methodology, Approach & Outreach	
Tab/Page No.	**Section Three (3) City Contract Forms**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non-Collusive Proposal Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers	
	A-7 General Insurance Requirements	
	A-9 Bid Bond	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY

☐ Responsive ☐ Non-Responsive ☐ Other: _____

Comment: _____

ADDENDUM NO. 1

MAY 11, 2015

Solicitation Title: Design-Build Services Roadway Improvement Project NE124 Street between 8th and 9th Avenue

Solicitation No.: RFP No. 21-03-15 Opening Date: May 15, 2015 at 3 p.m.

Attention all potential bidders:

☒ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).and returned with your solicitation submittal.

To all prospective bidders, please note the following changes and clarifications:

1. The Bid Open date has been changed to Friday, May 15, 2015 at 3 p.m.

2. **Request for Information and Clarification for** Section 3.2, Scope Of Work / Design Criteria revisions and additional information:

    a. Attachment B, Public Works Drawings are uploaded; all location of existing utilities must be field verified. There are no as-built drawings available.

    b. Attachment A, Drawings 2-7 are sample drawings for examples of a few City intersections.

    c. The proposed street lighting for this project should be new decorative lights similar to those abutting the project area along NE 8th Ave south of NE 125th St. The installation will be coordinated with FPL and any reasonable time extensions requested as a result of the FPL coordination will be considered.

    d. Sidewalks and the parking lot wall will remain.

    e. The driveway will be a one-way exit from the parking lot and will not require a 25 foot opening (as this would delete part of the parking spots), but will include signage and footage required for a one-way exit to NE 8 Street.

    f. There will be no tree removal; although there may be some root cutting required.

    g. Drainage is being completed by the City.

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum

NORTH MIAMI
FLORIDA

Request for Proposal

Design-Build Services Roadway
Roadway Improvement Project
NE124 Street between 8th and 9th Avenue

RFP 21-03-15

RESPONSE SUBMISSION DATE AND TIME
Tuesday, April 28, 2015 AT 3:00PM (LOCAL TIME)

Sign in Sheet/ Log Sheet

1. Ruel Miles Pioneer CMS. Inc.
954-893 6021, x14
2. PE Services LLC 954 585 2232
3. F.R. Aleman & Assic (305) 591-8777
PRESTIGE CONST. ENG. GROUP
4. JOEL E. JOSEPH - 954-261-2121
PERRIN INTERNATIONAL
5. GREG PERRY, PRES. 786-251-9291
JEFF STRUMP
6. PARAGON CONSTRUCTION 9544304309
MIKE VLAM
7. Weekley Asp. 954-680-8005
8. Jeff Grimer
9. Rick Cade
10. Shannon Graham
11. Benjamin S Essley
12.
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NORTH MIAMI
FLORIDA

REQUEST FOR QUALIFICATIONS
Design-Build Roadway Improvements 124 between 8th and 9th
RFP NO. 21-03-15

RESPONSE SUBMISSION DATE AND TIME
MAY 15, 2015 AT 3:00PM (LOCAL TIME)
AT
CITY OF NORTH MIAMI, OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR, 776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

Log In Sheet for RFP Submittals

	Company Name	Name	Date of Submittal	Time
1	PE Services LLC	M. Patricia Valencia	May 15-2015	12:35 pm
2	RJBehar	Salvador Suarez	May 15-2015	12:55 pm
3	PERRIN INTERNATIONAL SVCS	GREGORY PERRY	MAY 15, 2015	2:40PM
4	PARAGON CONST	SKIP SPRUNG	MAY 15 2015	2:42PM
5	Pioneer CMS	Hilroy Samuel	May 15 2015	2:45pm
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NORTH MIAMI
FLORIDA

REQUEST FOR PROPOSAL
Design-Build Services Roadway Improvement Project
NE 124 Street between 8th and 9th Avenue
RFP NO. 21-03-15

RESPONSE SUBMISSION DATE AND TIME
MAY 15, 2015 AT 3:00PM (LOCAL TIME)
AT
CITY OF NORTH MIAMI, OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR, 776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

Log In Sheet for RFP Submittals

	Company Name
1	Pioneer CMS
2	Paragon Constructions
3	Perrin International Services, Inc.
4	DE- Services LLC
5	R.J. Behar & Company, Inc.
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Anthony Bonamy — City Clerk Name
City Clerk Signature
05/15/15 — Date

NORTH MIAMI
FLORIDA

EVALUATION COMMITTEE RANKING BALLOT

RFQ TITLE: Design-Build Services Roadway Improvement Project NE124 Street between 8th and 9th Avenue

RFQ No.: 21-03-15

Meeting Date: June 12, 2015 at 2:00 P.M.

Firm's Names	Conceptual Design (0-25)	Methodology and Approach (Project Management Plan) (0-25)	Price Proposal (0-10)	Designer's Qualification & Experience (0-15)	Contractor's Qualification & Experience (0-15)	Methodology, Approach, & Oureach (effort to contract with Local Respondents & Residents) (0-10)	Local Preference (0-10)	Total Points**
Weekley Asphalt Paving, Inc.								
Pioneer Construction Management Services, Inc.	18	16	7	10	8	10	7	76
Perrin International Services, Inc.	21	20	7	12	12	10	0	82
PE Services, LLC	22	15	5	12	15	5	0	74
Paragon Construction Unlimited, Inc.	10	14	10	1	11	8	0	54

** Do Not Fill in Total Points

Evaluator Name: GREGORY NETTO Evaluator Signature: [signature]

NORTH MIAMI
FLORIDA

EVALUATION COMMITTEE RANKING BALLOT

RFQ TITLE: Design-Build Services Roadway Improvement Project NE124 Street between 8th and 9th Avenue

RFQ No.: 21-03-15

Meeting Date: June 12, 2015 at 2:00 P.M.

Firm's Names	Conceptual Design (0-25)	Methodology and Approach (Project Management Plan) (0-25)	Price Proposal (0-10)	Designer's Qualification & Experience (0-15)	Contractor's Qualification & Experience (0-15)	Methodology, Approach, & Oureach (effort to contract with Local Respondents & Residents) (0-10)	Local Preference (0-10)	Total Points**
Weekley Asphalt Paving, Inc.								
Pioneer Construction Management Services, Inc.	16	15	7	10	8	10	7	73
Perrin International Services, Inc.	20	20	7	10	10	10	0	77
PE Services, LLC	22	17	5	13	16	7	0	80
Paragon Construction Unlimited, Inc.	10	14	10	0	13	8	0	55

** Do Not Fill in Total Points

Evaluator Name: HASAN A. RIZVI Evaluator Signature: _____

NORTH MIAMI
FLORIDA

EVALUATION COMMITTEE RANKING BALLOT

RFQ TITLE: Design-Build Services Roadway Improvement Project NE124 Street between 8th and 9th Avenue

RFQ No.: 21-03-15

Meeting Date: June 12, 2015 at 2:00 P.M.

Firm's Names	Conceptual Design (0-25)	Methodology and Approach (Project Management Plan) (0-25)	Price Proposal (0-10)	Designer's Qualification & Experience (0-15)	Contractor's Qualification & Experience (0-15)	Methodology, Approach, & Oureach (effort to contract with Local Respondents & Residents) (0-10)	Local Preference (0-10)	Total Points**
Weekley Asphalt Paving, Inc.								
Pioneer Construction Management Services, Inc.	15	20	7	13	12	5 ~~7~~	7	79
Perrin International Services, Inc.	15	20	7	12	13	4	0	71
PE Services, LLC	17	20	5	13	12	6	0	73
Paragon Construction Unlimited, Inc.	10	16	10	10	13	6	0	65

** Do Not Fill in Total Points

Evaluator Name: JEFFERSON GEIMER Evaluator Signature: _____

NORTH MIAMI
FLORIDA

RFQ TTITLE: Compliance Management Services for Former Munisport Landfill Site
RFQ No.: 19-03-15
Meeting Date: April 22, 2015 at 2:00 p.m.

Firms:	Evaluators:			Total Points	Local Preference	Ranking Order
	Jeff Geimer	Hasan Rizvi	Gregory Netto			
Weekley Asphalt Paving, Inc.	N/A	N/A	N/A			
Pioneer Construction Management Services, Inc.	79	73	76	228		2
Perrin International Services, Inc.	71	77	82	230		1
Pe Services, LLC	73	80	74	227		3
Paragon Construction Unlimited, Inc.	65	55	54	174		4

RFP TITLE: Design-Build roadway Improvements 124 between 8th and 9th

RFP No.: 21-03-15

Open Date: May 13, 2015

Respondent:	Weekley Asphalt Paving, Inc.	Pioneer Construction Management Services, Inc.	PE-Services LLC	Perrin International Services, Inc.*	Paragon Construction. Unlimited, Inc.
Address:	20701 Stirling Road Pembroke Pines, FL 33332	3711 SW 47th Ave, Suite 203 Davie, FL 33314	15800 Pine Boulevard, Suite 340 Pembroke Pines, FL 33027	12491 SW 134 Court, #20 Miami, FL 33186	P.O. Box 823491
Contact Person:	Daniel D. Weekley	D. Ruel Miles	Myriam P. Valencia	Gregory Perry	Jeff Strump
Phone:	954-680-8005	954-893-6021	954-658-5232	786-251-9291	954-430-4309
Appendix A: Cover Form	yes	yes	yes	yes	yes
Appendix B: Price Proposal Form	$717,556.95	$186,290.47	$253,220.00	$190,217.00	$129,950.00
Appendix C: Submittal Checklist	yes	yes	yes	yes	yes
State of Florida Active Sunbiz Report	yes	yes	yes	yes	yes
Conceptual Design	yes	yes	yes	yes	yes
Methodology and Approach to the Project	yes	yes	yes	yes	yes
Business Structure	yes	yes	yes	yes	yes
Qualification & Experience	yes	yes	yes	yes	yes
Methodology, Approach & Outreach	yes	yes	yes	yes	yes
A-1 Public Entity Crimes Affidavit	yes	yes	yes	yes	yes
A-2 Non-collusive Proposal Certificate	yes	yes	yes	yes	yes
A-3 Local Preference Affidavit (optional)	yes	yes	yes	yes	yes
A-4 Questionaire Instructions	yes	yes	yes	yes	yes
A-5 Acknowledgement of Addenda	yes	yes	yes	yes	yes
A-6 Disclosure of Subcontractors & Suppliers (*if applicable*)	yes	yes	yes	yes	yes
A-7 Insurance Requirements	yes	yes	yes	yes	yes
A-9 Bid Bond	yes	yes	yes	yes	yes
A-14 References	yes	yes	yes	yes	yes
One (1) Original Bid	yes	yes	yes	yes	yes
Three (3) Complete Copies	yes	yes	yes	yes	yes
One (1) Digital CD or USB	yes	yes	yes	yes	yes
Respondent Status	**REJECTED**	**RESPONSIVE**	**RESPONSIVE**	**RESPONSIVE***	**RESPONSIVE**

***Perrin International Services, Inc. is recommended for award to council for approval on July 14, 2015.**