

# CITY OF MIAMI SPRINGS

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Purchasing Department  
201 Westward Drive  
Miami Springs, FL 33166-5289  
Phone: (305)805-5035  
Fax: (305)805-5040  
[romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov)

Tammy Romero  
Professional Services Supervisor

## **LEGAL NOTICE**

### **REQUEST FOR PROPOSAL # 03-15/16**

#### **Licensed Electrical Contractor Services- Citywide**

Sealed Proposals for **Licensed Electrical Contractor Services- Citywide** will be received until **2:30 P.M. on the May 26th, 2016**, by the City of Miami Springs via the City Clerk, on the 2<sup>nd</sup> floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166.

Proposals will then be transferred to the Council Chambers, at time, date, and place noted above, and proposals will be publicly opened. Any proposals received after time and date specified will not be considered and returned to the proposer unopened.

A Bond in the amount of one thousand (\$1,000.00) dollars is required. No Performance and Payment Bonds are required.

A **Mandatory Pre-Proposal** Conference will be held at **9:30 AM on the 17<sup>th</sup> day of May 2016** at Miami Springs **City of Miami Springs, Council Chambers, 2<sup>nd</sup> floor**, 201 Westward Drive, Miami Springs, Fl. 33166.

**Deadline to request any additional information/clarification will be May 20<sup>th</sup>, 2016.**

This Request for Proposal (RFP) is available upon written request to Tammy Romero at [romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov). All requests must be accompanied by name, address, phone and fax number.

The City of Miami Springs reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise competent, and submits the lowest responsive and responsible Response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

**CITY OF MIAMI SPRINGS**

## GENERAL CONDITIONS AND INSTRUCTIONS

### ACCEPTANCE OR REJECTION OF PROPOSALS

The City of Miami Springs reserves the right to waive irregularities or technicalities in proposals or to reject all proposals or any part of any proposal.

### ADDITIONAL INFORMATION

Each proposer shall examine all parts of the Request to Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City of Miami Springs shall not be responsible for oral interpretations given by any city employee, representative, or others. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City of Miami Springs or the compensation to the proposer. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Tammy Romero  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Telephone: (305) 805-5035  
Facsimile: (305) 805-5040

The proposal title and number should be referenced on all correspondence. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. If any amendments are issued to this Request for Proposal, the City will attempt to notify all prospective proposers who have secured same; however, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact the City of

Miami Springs to determine if an amendment was issued and make such amendment a part of their proposal.

### PROPOSAL SUBMISSION

One (1) **original and one (1) electronic copy of this entire document as well as any other pertinent documents should be returned in order for the proposal to be considered for award.** Proposals shall be submitted to the Purchasing Agent properly signed in ink, notarized, and submitted in a sealed envelope on which shall be shown the name of the proposer, proposal opening date, and name and proposal number of the proposal.

By submitting a proposal, the proposer declares that he understands and agrees that this proposal, specifications, provisions, terms and conditions of same, shall become a valid contract between the City of Miami Springs and the undersigned upon notice of award of contract in writing and/or issuance of Purchase Order by the City of Miami Springs.

### ASSIGNMENT

The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

### PROPOSER CERTIFICATION

Submission of a signed proposal is proposer's certification that the proposer will accept any awards made to him as a result of said submission at the prices and terms contained therein.

### PROPOSAL TABULATIONS

Proposers desiring a copy of the proposal tabulation may request same by enclosing a self-addressed stamped envelope with their proposal.

### PROPOSAL WITHDRAWAL

No proposal can be withdrawn after it is filed unless the proposer makes his request in writing to the City prior to the time set for the opening of proposals, or unless the City

fails to accept it within ninety (90) days after the date fixed for opening proposals.

PROPOSER RESPONSIBILITY Before submitting the proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful proposer from his obligation to comply in every detail with all provisions and requirements of the contract documents.

DEFAULT Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a proposal before such award is made, may result in forfeiture of that portion of any proposal surety required equal to liquidated damages incurred by the City. Where surety is not required, failure to execute a contract as described above may be grounds for removing the proposer from the proposer's list.

DELIVERY All service, materials, and/or equipment are purchased F.O.B. point of delivery in Miami Springs. The successful proposer must prepay all transportation charges to designated point of delivery in Miami Springs. Collect or Freight Due shipments will be refused.

EXCEPTIONS TO SPECIFICATIONS Proposers taking exception to any part or section of these specifications shall indicate such exceptions on their proposal and prove to the satisfaction of the City that said item is equal to, or better than, the product specified. Proposals for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, proposer **MUST** attach to the specification documents on Company letterhead a statement identifying, but not limited to, the manufacturer, brand name, make, model and/or Catalog Number(s) of each proposed alternate, plus a complete

description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The proposer must indicate any variances to the specification document no matter how insignificant.

The City of Miami Springs reserves the right to approve as an equal, or to reject as not being an equal, any article the proposer proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

Notwithstanding the foregoing, the City reserves the right to prohibit, in advance, any consideration of "or equal" submittals prior to the dissemination of any RFP specifications.

Proposers **MUST** submit any cost-saving/value-added alternate proposal pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the proposal pricing as specified, allowing for clear evaluation and value-analysis by the City.

EXPENSES INCURRED IN PREPARING PROPOSAL The City accepts no responsibility for any expenses incurred in the proposal's preparation, and presentation; such expenses are to be borne exclusively by the proposer.

INDEMNIFICATION The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Proposer or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's Officials, agents and employees;

the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

INSURANCE Proposer, shall furnish evidence of insurance to the Procurement and Purchasing Department. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The City of Miami Springs shall be listed as an "Additional Insured". Issuance of a purchase order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the City.

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.

Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength. The company must be rated no less than "B" as to management and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Finance Director.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of the work. These policies described above, and any

certificates shall specifically name the City of Miami Springs as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the City of Miami Springs.

Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

INSPECTION All articles, materials, and supplies purchased are subject to inspection on arrival at destination. The City of Miami Springs reserves the right to return for full credit at the risk and expense of the successful proposer, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions.

LATE PROPOSAL REJECTION The City of Miami Springs is not responsible for the delivery of any proposal. All proposals received by the Purchasing Agent after the time stated in the Request for Proposal, shall be returned unopened and will not be considered for award.

LAWS AND REGULATIONS It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. Non-compliance with all federal state and local orders and laws may be considered grounds for termination of contract(s).

LICENSES AND REGISTRATIONS The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Dade County, the City of Miami Springs, or the State of Florida. Every vendor submitting a proposal on this Request for Proposal should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists. Miami Springs, Florida-based businesses are required to purchase an Occupational License to conduct business within the City. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Miami Springs, may also be required to obtain such a license by their own local government entity or by Miami Springs. For information specific to Miami Springs occupational licenses call (305) 805-5030.

METHOD OF AWARD The City of Miami Springs reserves the right to make the award on a total or package basis or on a unit basis, whichever is deemed in the best interests of the City.

METHOD OF PAYMENT The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability should have the ability to accept VISA or take whatever steps are necessary to implement such capability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Proposal Form.

PATENTS AND ROYALTIES The proposer, without exception, shall indemnify and save harmless the City of Miami Springs, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance

of the contract, including its use by the City of Miami Springs, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is agreed that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

QUALIFICATION OF PROPOSERS Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Miami Springs that he has the necessary facilities, ability, and financial resources, to furnish the service/product as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the City to satisfy itself as to the proposer's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his proposal.

PUBLIC ENTITY CRIMES A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

RELATION OF CITY It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said successful proposer, his

servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

TAXES The City of Miami Springs is exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 23-11-324901-54C

TERM CONTRACTS The City's Fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's term extends beyond the fiscal year in which the Contract commences, the City will issue a Purchase Order to cover its needs for the balance of that fiscal year. At the beginning of each fiscal year thereafter, a purchase order will be issued to correspond with that year. In the final year of the contract, a purchase order will be issued for the remaining months of the contract. Issuance of a new purchase order shall be subject to the availability of budgeted funds. If funds are not appropriated for continuance of a term contract to completion, cancellation may be effected upon thirty (30) days notice.

WARRANTY All material herein specified shall be fully guaranteed by the proposer against factory defects. Any defects which may occur as the result of either faulty material or workmanship within the period of the manufacturer's standard warranty will be corrected by the proposer at no expense to the City of Miami Springs.



City of Miami Springs  
 201 Westward Drive  
 Miami Springs, Florida 33166-5259

**REQUEST FOR PROPOSAL # 03-15/16  
 LICENSED ELECTRICAL CONTRACTOR SERVICES - CITYWIDE**

Proposals to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166 at 2:30 P.M. on May 26th, 2016

Vendor Name:	Federal Identification or Social Security Number:
Vendor Mailing Address:	Payment Terms: Bi-Weekly
City - State - Zip Code:	The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes <input type="checkbox"/> No <input type="checkbox"/>
(Area Code) Telephone Number:	Delivery in Days After Receipt of Purchase Order:
E-Mail Address:	(Area Code) Facsimile Number:
I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign for, and commit, the vendor.	Initial appropriate box to acknowledge amendment(s), if necessary.  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Amendment #1      Amendment #2      Amendment #3
STATE OF: _____ COUNTY OF: _____ BEFORE ME, the undersigned authority, this document was acknowledged by _____ who:  <input type="checkbox"/> is personally known to me, or <input type="checkbox"/> produced identification _____ who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed.  SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2016.  MY COMMISSION EXPIRES: _____ <div style="text-align: center;">           _____            NOTARY PUBLIC, State of Florida            At Large            _____            Printed Name         </div>	_____ Authorized Signature (Manual) _____ Authorized Signature (Typed or Printed Title)

**STATEMENT OF NO RESPONSE**

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5040 or mail the form to:

City of Miami Springs  
Finance Department  
201 Westward Drive  
Miami Springs, FL 33166-5259

- We do not offer this product/service or an equivalent.
- Our schedule would not permit us to perform
- Insufficient time to respond to solicitation.
- Unable to meet specifications.
- Specifications not clear.
- Unable to meet bond and/or insurance requirements.
- Solicitation addressed incorrectly.
- Specifications "too tight"  
(i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

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Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations?  Yes  No

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**CONTRACTOR'S QUESTIONNAIRE**

Company Name: \_\_\_\_\_

Principal Officer and contact number: \_\_\_\_\_

Company Address: \_\_\_\_\_

Years in Business under Present Name: \_\_\_\_\_

Primary type of work your firm engages in: \_\_\_\_\_

Years experience in your primary type of work: \_\_\_\_\_

List other types of work your firm engages in:

\_\_\_\_\_  
\_\_\_\_\_

Does your company have any judgments or lawsuits?  Yes  No

If yes, please explain \_\_\_\_\_

\_\_\_\_\_

Have you ever failed to complete any work awarded to you?  Yes  No

If yes, where and why? \_\_\_\_\_

\_\_\_\_\_

Has any officer or partner of your organization ever failed to complete a contract handled in his own name?  Yes  No

If yes, state name of individual, name of owner, and reason thereof:

\_\_\_\_\_

Does your organization have current occupational license(s) and certificate(s) of competency entitling it to do the work contemplated in this Contract? \_\_\_\_\_

**Include copies of licenses and certificates with proposal.**

Does your organization currently accept Visa (P-Cards) as form of payment?  Yes  No

Demonstrate your capacity to perform work of this magnitude by indicating five (5) projects within the past three (3) years that are equal to or greater in scope.

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #
Email:		

What is the total value of work now under contract? \_\_\_\_\_

What was the value of work last year? \_\_\_\_\_

What is the average value of work completed in the past 3 years? \_\_\_\_\_

\_\_\_\_\_

What were the trades performed? \_\_\_\_\_

What was the percentage of work performed by own forces? \_\_\_\_\_%

Provide a separate list of the equipment that is owned and that is available for the proposed work.

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you?

List the names, addresses, and phone numbers of all subcontractors which you may utilize to perform non-electrical work this contract. No change in sub-contractors, as listed, will be allowed without the written approval of the City of Miami Springs.

Have you had any OSHA fines within the past three (3) years?  Yes  No

If yes, where and why? \_\_\_\_\_

Have you had any job site fatalities within the past five (5) years?

Yes  No            If yes, where and why? \_\_\_\_\_

If you answered yes to either of the last two questions, you MUST submit on a separate sheet the details describing the circumstances surrounding each incident.

TOTAL NUMBER OF PERMANENT STAFF EMPLOYED INCLUDES THE FOLLOWING:

Licensed Electricians \_\_\_\_\_

Electrician helpers \_\_\_\_\_

Unskilled Labor(s) \_\_\_\_\_

Project Engineers \_\_\_\_\_

Estimators \_\_\_\_\_

**SPECIAL CONDITIONS**

SCOPE The intent of these specifications is to set forth and convey to prospective proposers the **LISCENSED ELECTRICAL CONTRACTOR SERVICES - CITYWIDE** as desired by the City of Miami Springs.

TERM OF CONTRACT This contract will be in effect for a one (1) year period effective from date of award and the prices quoted hereunder shall be firm to the City of Miami Springs for the duration of the contract. Prior to, or upon completion, of that initial term, the City of Miami Springs shall have the option to renew this contract for an additional four (4) one (1) year periods on a year-to-year basis. The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

Indicate your acceptance or rejection of the City's renewal options by initialing the appropriate box and providing the amounts of fees quoted for each option year below.

Accept	Reject
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Option Year #1 \_\_\_\_\_

Option Year #2 \_\_\_\_\_

Option Year #3 \_\_\_\_\_

TERMINATION OF CONTRACT The City of Miami Springs reserves the right to terminate this contract if the successful proposer fails to perform satisfactorily in all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of such cancellation, the City additionally reserves the right to make the award for the balance of the contract period to the next higher proposer.

EVALUATION OF PROPOSALS Proposal evaluation will be based on:

- Hourly Rates of services to the City of Miami Springs.
- Experience of proposer.
- Qualifications.

FAILURE TO COMPLY Any failure on the part of a responder to provide the documentation set forth in the proposal specifications could, in and of itself, constitute a determination that the proposal is non-responsive and therefore disqualified.

PROPOSERS STANDARD CHECKLIST:

Did you remember to include/complete the following?

- \_\_\_\_\_ 1 Original and 1 electronic copy of proposal submittal
- \_\_\_\_\_ Copy of current licenses
- \_\_\_\_\_ Proof of current insurances
- \_\_\_\_\_ Proposal Bond
- \_\_\_N/A\_\_\_ Payment/ Performance Bond
- \_\_\_\_\_ Sign for Amendment receipts
- \_\_\_N/A\_\_\_ If applicable, include a sample of the alternate manufacturer's product intended to supply as the "Or Equal" in addition to complying with the Exceptions to Specifications

Although the foregoing is intended to provide a complete list of all proposal requirements and submittals, the City's failure to include any proposal requirements or submittals therein, shall not constitute a waiver of any RFP requirements for any proposer.

## GENERAL INFORMATION

### PURPOSE:

The City of Miami Springs is currently soliciting competitively sealed proposals from experienced and qualified companies to provide hourly service rates for **Licensed Electrical Contractor Services-citywide**.

Contractor must have a minimum of one (1) State **and** County Licensed Master Electrician on staff as the qualifier for all jobs. The Contractor must furnish the labor, hand tools, general-purpose test instruments, materials, supervision, transportation/travel, construction equipment, machinery, tools, fuel and equipment necessary to complete all electrical work at the multiple facilities and locations within the City of Miami Springs.

The selected contractor(s) must provide hourly rates for labor, on an "as needed" and/or "on call" basis, for providing repairs, maintenance, and replacement (new) electrical services. Please refer to the Scope of Services below.

The majority of the work shall be accomplished during the normal work day, however, some of these services, due to emergency situations and special events, may be required at night, on weekends and after normal hours at no additional cost. This contract shall be able to provide services available to the City on a 24 hour 7 day per week basis.

### **PROJECTS OVER \$5,000.00:**

Some projects required by the City may be anticipated to exceed the cost of \$5,000.00. In these cases, the City reserves the right to separately price out and request proposals, at its discretion, these electrical jobs. Therefore, it will be the responsibility of the awarded contractor to notify the City immediately, in writing, of **any** work that they anticipate to exceed \$5,000.00 which may be discovered while performing other required repair services for the City. It shall however, remain the contractor's responsibility to eliminate any unsafe conditions upon discovery even if only intended as temporary solutions and repairs.

### CONTRACT TERM

The anticipated contract date is expected for October 1st 2016. The term of this **Licensed Electrical Contractor Services - citywide** contract will be for an initial one (1) year time period, with an option to renew four (4) additional one (1) year terms.

## RFP REQUIREMENTS

1. The Request for Proposal (RFP) is available upon written/fax request to Tammy at romerot@miamisprings-fl.gov or they may be obtained at the City's Purchasing Department, 201 Westward Drive, first floor, Miami Springs, Florida 33166.

All inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Tammy Romero, Professional Services Supervisor  
201 Westward Drive  
Miami Springs, FL 33166-5259  
Telephone: (305) 805-5035  
Facsimile: (305) 805-5040

2. Respondents are to meet at **9:30 AM** on the **17<sup>th</sup> of May 2016** in the Council Chambers (second floor) located at Miami Springs City Hall, 201 Westward Drive, Miami Springs, Fl. 33166, for a **Mandatory Pre-Proposal Conference** in the Council Chambers where any technical questions will be answered.
3. One (1) original and one (1) electronic copy of this entire document as well as all other pertinent documents must be returned in order for the proposal to be considered for award. Proposals shall be submitted, signed in ink, notarized, and submitted in a sealed envelope; identifying the name of the Proposer, proposal opening date, project name and proposal number to:

City Clerk, City Hall  
2nd floor  
201 Westward Drive  
Miami Springs, FL 33166

4. Respondent shall furnish evidence of insurance with submittal of this Proposal. Prior to execution of any contract, the City of Miami Springs shall be listed as an "Additional Insured". At minimum, Worker's Compensation, General liability and Automobile liability are required.
5. Respondent must provide a qualified, professional supervisor, as well as sufficient number of personnel to perform the work. Proposal must include the contact information of the assigned supervisor. The supervisor and/or designee must be fluent in English and Spanish.
6. No sub-contracting is permitted under this contract for any electrical work. The contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless utilized for non-electrical work related to the project with prior approval by the Public Works Director or his designee. In the event that sub-contractors are used for non-electrical work, the Contractor shall be responsible for their actions.
7. All proposals submitted to the City shall be accompanied by a proposal bond in the amount of \$1,000.00. The failure to submit the required bond with the actual proposal shall constitute sufficient cause to invalidate the proposal.
8. No payment and performance bonds are required for this contract.

9. Projected Timeline- (Dates are subject to change).

Advertise Proposal	May 5th, 2016
Mandatory Pre-Proposal Meeting	May 17th, 2016
Clarification deadline	May 20th, 2016
Amendment (pending complexity)	May 23rd, 2016
RFP Opening	May 26th, 2016
Recommendation of Award to City Manager and Council	June 13th, 2016

10. The award shall be made to the respondent determined to be the lowest, most responsive proposal to the City, taking into consideration the objectives and criterion set forth in this Request for Proposal.
11. Permits may be required for some electrical projects and must be applied for (at a no cost permit) at:

Building and Code Compliance, City Hall  
2nd floor  
201 Westward Drive  
Miami Springs, Florida 33166

Permits issued by the City of Miami Springs will be at no cost but must be applied for. All other permitting requirements, for example any permit required by Miami Dade Fire and Building, but not limited to; must be applied for and purchased at the respondent's expense.

12. There are no Liquidated Damages unless required or indicated on projects over \$5,000.00.
13. Upon award, any interruptions must be put in writing for the City of Miami Springs' response to:

Tom Nash, Public Works Director  
City of Miami Springs  
345 N. Royal Poinciana Boulevard  
Miami Springs, FL 33166

Copying: Tammy Romero, Professional Services Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, Fl. 33166

**SCOPE OF SERVICES**  
**SPECIFICATIONS AND REQUIREMENTS**

**LICENSING:**

The Contractor must hold a certified and registered Master electrical contractor license with the State of Florida **and** Miami Dade County. This license must be valid at the time of the proposal opening and must remain in good standing during the term of the contract. Copies must be provided with the proposal submittal and must be updated annually. The Contractor shall fully comply with Federal and State laws, County and Municipal ordinances and regulations in any manner affecting the performance of work. Contractor shall notify the City if any change occurs in regards to licenses.

The Contractor shall provide the City of Miami Springs with a vendor application and signed copy of their W-9 form, (Request for Taxpayer Identification Number).

**QUALIFICATIONS:**

The Contractor must have successfully completed, within the past three (3) years, a minimum of five (5) commercial electrical projects where the contract amount was \$20,000.00 or more.

The Contractor shall complete the enclosed questionnaire which will be used to evaluate capabilities to perform the work during the contract period. The questionnaire must be completed and contain sufficient and specific information which directly responds to the request. The City reserves the right to reject any and all proposals at its sole discretion.

**LABOR AND HOURLY RATES:**

The contractor shall furnish all labor (at an hourly rate), tools, equipment, and transportation to provide electrical work at multiple facilities and locations within the City of Miami Springs. These services shall include "on call services" "on an as needed basis" for small to large electrical projects, maintenance and service repairs.

**Labor and equipment with operator provided by the Contractor shall be billed to the City based on the hourly rates proposed in the "Proposal Price Sheet" attached.** The hourly rate proposed shall include full compensation for labor, equipment use, travel time and any other cost (including overhead and profit) to the contractor. The rate for all daily work is to be considered straight time for all labor unless previously authorized in writing.

The scope of work may include, but is not limited to, repairing, replacing or providing new services for any of the types of work listed below:

- Troubleshoot and correct problems in electrical systems of any size and voltage both indoors and outdoors
- Small to large electrical projects (which includes both above ground and underground services)
- Various types of fans, lights, transformers, electric motors, generators, card readers, controllers, GFI, circuit breakers, automatic doors, photocells, circuitry upgrades, voice and data systems, Fiber Optic cabling, RF transceivers and camera systems, network cabling solutions, resetting timers for irrigation, lighting, A/C and elevator systems, panel boards, fire alarm panels, fueling systems, motion sensors
- Conduit, circuits, main and sub-panels, switches and switch gear
- Pulling wires
- Repair or replacement of underground feeders; various wire sizes and voltages
- Upgrade power to various locations
- Install new power drops – various sizes and phases

- To provide maintenance on athletic field light pole lamps, alignment of bracket and support bracing and realignment of light fixtures
- Roadway and over head streetlights (bollard, cobra heads, and related fixture) lighting, pole/post lighting, roadway sign lighting, parking lot and all associated electrical devices
- Park and athletic field lighting
- Golf and facility lighting, roadway sign lighting, parking lot and all associated electrical devices
- Lamps, fixtures, brackets, coax wire and hardware, as special equipment may be required
- Removal and installing of new wood, concrete and steel poles on athletic field
- Holiday lighting and any other related electrical services as determined by the City
- Unshielded copper cabling installation and testing for Category 5E and Category 6 cables
- Fiber optic cable installation, termination, splicing and testing for multimode fiber optic systems

At minimum, the types of equipment required are as follows:

- Hydraulic bucket-truck with a reach capacity of no less than 25 Feet
- Scissor lift with a reach of no less than up to 30 feet in height
- Form of wireless communication between the contractor and the City
- Trenching equipment
- Service equipment including but not limited to, extension ladders, conduit bending equipment, and electrical testing equipment

NOTE: Proposer is required to have necessary equipment and adequate means and methods to access fixtures, lamps, lenses and other ancillary parts to accomplish the scope of work. By no means is the list above a complete list of required work.

The majority of this work shall be accomplished during the normal work day. Work that is scheduled shall be considered as normal work days and shall be invoiced as straight time at the rate awarded. Some work on street light poles, etc. may require working at night, weekends and/or after hours, this will be at the sole discretion of the contractor, although all work must be invoiced at the regular rate. No overtime will be paid for these services.

Contractor must be familiar with the corporate limits of the City of Miami Springs. Refer to City map attached. By submitting a proposal the proposer certifies that he/she is familiar with the City boundaries and the proposed scope of work required.

**COORDINATION OF WORK:**

The Contractor will need to coordinate all work with the City from the start date to the completion of any project. Any changes within the work shall require prior approval from the Public Works Director or his designee. The Public Works Director or his designee shall inspect all work at various times or when called upon and on completion. No invoices can be paid unless approved by the Director or his designee and all projects require permitting and “Final Inspections” with the Building and Code Compliance Office.

The Contractor is responsible for the entire project contracted, for the work that is self-performed, and work that is performed by subcontractors. Subcontractors may only be utilized for non-electrical work related to the project with prior approval by the City of Miami Springs. Subcontractors utilized by the Contractor (for non-electrical work only) shall be paid by the contractor. Subcontractors shall not invoice the City.

The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

**MATERIALS AND PARTS:**

Materials shall be furnished by the contractor as requested by the City. The City reserves the right to furnish materials to the Contractor.

In accordance with the Florida Statute, the Contractor and Subcontractors shall include the sales tax in calculating their individual job proposals. The clause allows the City, after a contract award, to designate materials and equipment which will be purchased directly by the City in a tax exempt purchase and delivered to the job site for incorporation into the project.

It is further agreed that the City take advantage of any cash discounts offered by the supplier for prompt payment.

The Contractor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

Unless otherwise provided in the project documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the project whether temporary or permanent and whether or not incorporated in the project.

The Contractor warrants to the Owner that all materials and equipment, if applicable, furnished under this Contract shall be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor shall notify the City of Miami Springs, in writing, of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected.

**PROJECTS OVER \$5,000.00:**

For projects over \$5,000.00 the Contractor shall provide an estimate with sufficient detail and in a format acceptable to the Owner. Lump sum estimates will not be accepted. Should the contractor require additional information prior to estimate/proposal, requests must be made to the Public Works Director or his designee. The Contractor shall complete the total estimate to accomplish the work and will identify any additional tasks necessary to satisfactorily accomplish the overall scope of work. The Contractor must return the estimate to the Director within five (5) business days, or as otherwise directed.

The Contractor's estimate will be evaluated to determine if the scope has been clearly and accurately understood, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented. The City reserves the right to secure a additional quotes from other contractors.

The estimate provided by the Contractor shall be firm; no increases will be permitted unless unforeseen circumstances arise while the services are being performed.

The City may, in its sole discretion, allow the work to be done without the solicitation of other quotes, if deemed in the best interest of the City. In this case, the contractor, at the City's discretion, may be requested to perform the work.

The Contractor acknowledges that work will be performed only after receipt of an **authorized purchase order or an executed agreement**.

If, during the course of work, the Contractor encounters unforeseen conditions which impact the work, and which could not initially be evaluated, the contractor shall provide timely notification to the Public Works Director or his designee and not proceed until a written authorization has been issued.

**ADEQUATE SUPERVISION AND EQUIPMENT:**

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site. The Contractor shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials.

**The use of City equipment and tools shall not be permitted.**

**EMERGENCY WORK:**

Emergency Work requests may be needed from time to time. The Contractor shall within two (2) hours notice report to the emergency job site, verify the emergency and proceed with work without delay. The work completed must be in response to an emergency request. All other findings must be noted and reported immediately to the Public Works Director. The work must be completed to ensure “safety” guidelines are met. Any additional required work must be completed the following business day.

**The Contractor’s time shall start on the job site.** Any and all travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. All such work is at the contractor’s agreed upon hourly rate.

**ELECTRICAL STANDARDS:**

The National Electrical Code, all local codes, and Owner’s Standards shall govern for all electrical equipment and construction work. Should conflicts between the Contract Documents and such codes exist, they shall be immediately brought to the attention of the Owner.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 48 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 48 hours to correct defects, the Owner shall retain the right to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

**PROTECTION:**

The Contractor shall exercise caution at all times for the protection of persons (including employees) and property. The safety and convenience of the general public and the businesses adjacent to the work shall be provided for in a satisfactory manner, as determined by the City.

The Contractor, at all times, shall conduct the work in such a manner as to insure the least obstruction to pedestrian and vehicular traffic as is practical. “Street Closed” signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. Barricades must be provided by the Contractor at Contractor’s expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the City’s Representative. At any time that the streets are required to be closed, the Contractor shall notify the Police Department and Public Works Department before any closures occur and again as soon as it is opened.

The Contractor shall conform to all Federal, State, County, City regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Agreement.

All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by reason of its operations on the property.

### **CLEAN WORKSPACES:**

The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by his operations and shall clean up behind the work as much as reasonably possible during the work progress. At the completion of the work he shall remove all his waste materials and rubbish from the location, as well as, all tools, construction equipment and machinery so that no further cleaning by the City is necessary. **The Contractor is not permitted to use City trash receptacles.** An on-site dumpster may be placed at the jobsite with prior written approval from the Public Works Director or his designee. The Contractor shall restore all property which has been disturbed or damaged during the work; and shall leave the area in a neat and presentable condition.

### **LOCATING UNDERGROUND LINES & UTILITIES:**

The Contractor will be responsible for locating all existing underground utility services. The contractor is responsible for contacting Sunshine State on call of Florida, before any excavation or penetration of the earth. This is to satisfy Florida Statue Chapter 556. Sunshine One will need 48 hours notification before such work can commence.

Should damage occur due to negligence on the part of the contractor, it is the contractor's responsibility to see that items are restored and repaired in a manner acceptable to the city.

The City of Miami Springs shall require a full one (1) year warranty on all materials and workmanship for each job completed. The warranty shall commence from the date of acceptance of the work.

### **QUALIFICATIONS OF EMPLOYEES:**

**Licensed Electricians** are to perform related work as required:

- Considerable knowledge of the standard tools, materials, methods and practices of the electrical trade.
- Considerable knowledge of the principles and theory of electricity
- Considerable knowledge of the occupational hazards and safety precautions of the electrical trade and ability to work with high voltages.
- Ability to install, alter, repair, maintain and locate defects in a variety of electrical equipment and systems.
- Ability to interpret and work from technical sketches and blue prints.
- Skills in the use and care of the standard tools, equipment and testing devices utilized in the trade.
- All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to insure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade.
- The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work.

- It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration policies.
- Employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.
- No smoking is permitted in/on any City owned facilities and properties.
- The Contractor shall require employees to be dressed in proper work attire when reporting for duty. Break rooms and office areas are off-limits to the contractor.
- The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets or using the telephone or office equipment provided for official use.
- The Contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as, the building managers, guards, inspectors, etc.
- The Owner shall determine how the Contractor will receive access to the facility. If the contractor loses building access key(s), the Contractor shall pay the City the cost to replace hardware as necessary to secure the building(s) to its/their original level of security.
- The City of Miami Springs, Florida, under the City's "Drug-Free Work Place General Policy" recognizes that alcohol, drugs or any illegal substances are strictly prohibited on City property. Employees shall not possess or be under the influence of alcohol, drugs or any illegal substances while on City property.
- Employees may not solicit, distribute or sell products while on City property.

**NOTE: PROPER BEHAVIOR AND LANGUAGE BY ALL EMPLOYEES OF THE CONTRACTOR AND SUB-CONTRACTOR ON OUR CITY PROPERTY IS STRICTLY REQUIRED. THE CITY OF MIAMI SPRING WILL NOT TOLERATE POOR BEHAVIOR IN PUBLIC FACILITIES.**

**TIME IS OF THE ESSENCE:**

The Contractor acknowledges that time is of the essence to complete the work as specified. The contractor agrees that all work shall be performed regularly, diligently and uninterrupted at such a pace as will ensure full completion thereof within the time specified.

For projects over \$5,000.00, if the Contractor neglects, fails, or refuses to complete the work within the time specified, as previously agreed with the City, then the Contractor does hereby agree, as part consideration for the awarding of the Contract, to pay to the City the sum of **\$200.00** for each and every calendar day that the Contractor shall fail to timely complete the project as previously agreed, not as a penalty, but, as liquidated damages for breach of Contract, as set forth herein.

**COMPLETION:**

After the work called for on a purchase order has been completed, the Contractor shall be required to submit invoices to the Public Works Department with actual hours used to perform the work (by category of personnel); to be verified by Project Manager or Supervisor, date and time the work was initiated and completed, where the work was completed; and a detailed breakdown of the materials used to complete the work, with receipts. Public Works will need to verify and sign-off on all work completed prior to any payments being made.

All invoices must be submitted to:

Accounts Payable  
 City of Miami Springs  
 201 Westward Drive  
 Miami, Springs, Fl. 33166

**INSURANCE:**

Certificates of Insurance, as outlined herein, shall be furnished to the City of Miami Springs, Florida within three (3) working days of the notification of the intent to award the contract. Certificate of Insurance shall provide a minimum of a thirty (30) days notice of cancellation to the City and shall name the City as an “**Additional Insured**” where herein specified. Separate Certificates of Insurance shall be sent to both the Purchasing and Risk Management Departments:

City of Miami Springs  
Purchasing Department & Risk Management  
201 Westward Drive  
Miami Springs, Fl. 33166

Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

- a) Prior to execution of the Contract by the City and commencement of work, the Contractor must obtain all insurance required under this paragraph and submit same to the City for approval. All insurance shall be maintained until work has been completed and accepted by the City.
- b) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- c) Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.
- d) Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength. The company must be rated no less than "B" as to management and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Finance Director.
- f) Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of the work. These policies described above, and any certificates shall specifically name the City of Miami Springs as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the City of Miami Springs.
- g) Contractors shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- h) Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

**MINIMUM PROPOSAL REQUIREMENTS:**

Proposals should include a brief introduction, background and work description objective.

The proposal must include the following:

1. **Title Page:** Shall identify the RFP subject, RFP number, name of vendor, vendor address, vendor phone and facsimile number, primary point of contact, primary point of contact e-mail address for receipt of notifications and date of submittal.
2. **Introduction letter on letterhead.**
3. **Table of Contents:** Shall provide identification of the material by section and by page number.
4. **Letter of Transmittal:** Shall not exceed two (2) pages and briefly state the understanding of the vendor regarding the work to be performed and make a positive commitment to perform the work within the specified time period and include the following:
  - Type of business (sole proprietorship, partnership, corporation, etc.); and
  - State of incorporation; and
  - Headquarters location and if any offices are located in the state of Florida; and
  - Include the names and contact information of the persons who will be authorized to make representations for the vendor; and
  - Include the name of the representative who is authorized to contractually bind the vendor (include the title or authority).
5. **Profile and Qualifications:** Experience and Qualifications of the firm and staff:
  - Give a brief history of the organizational structure of the firm, including the organization's inception. Indicate number of employees.
  - Current/past performance in similar activities. The detail should include specific references with appropriate contact information, period of performance for specific engagement, and the value of services performed.
  - Indicate financial stability of firm.
  - Describe the firm's single distinctive competency compared to other firms and include the three top factors, which the vendor believes to be key to a successful relationship.

**PROPOSAL PRICE SHEET**

**1. REGULAR HOURLY RATES FOR LABOR AND EQUIPMENT**

1A. Regular Hourly Rate for Labor:

- A. Electrician's Helper \$ \_\_\_\_\_
- B. Licensed Master Electrician \$ \_\_\_\_\_

1B. Regular Hourly Rate for Equipment to Include Operator:

- A. Bucket Truck and/or Crane Truck \$ \_\_\_\_\_ \$ \_\_\_\_\_
- B. Trencher \$ \_\_\_\_\_
- C. Hole Auger \$ \_\_\_\_\_
- D. Scissor Lift \$ \_\_\_\_\_
- E. Trenching Equipment \$ \_\_\_\_\_

**Work that is considered Non-emergency and that requires power being turned off to City facilities, the contractor must schedule repairs after the facilities business hours. Contractor must bill this work at the Regular Hourly Rates.**

**2. CREW RATES: All work which requires more than one person to make repairs will be charged as "Crew Rates".**

**CREW RATE:** The following rates shall be the maximum rates the Contractor will charge, including overhead and profit per hour for projects requiring more than one person. These rates are considered "Crew" rates. The "Crew" shall include at minimum the following: (1) Licensed Electrician, (1) electrician's helper, (1) bucket truck with no less than a 25 feet reach, general electrical equipment necessary for trouble shooting, repairs, replacement and upgrades to lights, ballasts, panel boards, voice & data, networking, breakers, photocells, streetlight repairs .

2. Hourly "Crew" rate: \$ \_\_\_\_\_

**Proposers must submit prices on all items. Failure to do so will result in your proposal not being considered.**

