

INSTRUCTIONS FOR BIDDERS

FOR ELEVATOR DOOR LOCK MONITORING (DLM) UPGRADE SERVICES

History

The South Florida Regional Transportation Authority (SFRTA) owns and operates the Tri-Rail commuter railroad on approximately 75 miles of rail corridor between West Palm Beach and Miami, Florida. Its prime contractor, Herzog Transit Services, Inc. (HTSI) is responsible for train operations, equipment maintenance, as well as station and facility maintenance.

Herzog's subcontractor responsible for station and facility maintenance, Stiles Corporation (dba Stiles Property Management) is soliciting Requests for Proposals (RFP) from qualified contractors to provide installation of Door Lock Monitoring upgrades to 24 hydraulic elevators throughout the operating system.

Project Goal

Stiles requires the services of a qualified and state-licensed elevator company to upgrade multiple elevators to comply with Florida Statute 399.031 requiring all elevators in the State of Florida to comply with ASME A17.3-2015 3.10.12 – System to Monitor and Prevent Automatic Operation of the Elevator with Faulty Door Contact Circuits on or before December 31, 2023.

The selected Contractor will be responsible for all Services associated with the project ("Project") as described in the Scope of Services, and as set forth in the Contract Documents. This RFP requests single fixed-price bids for complete scope of work including permitting, installation, testing and approval by local county or state governing body of elevators located at commuter train stations owned by SFRTA, operated by HTSI and managed by Stiles Property Management.

The purpose of this informal proposal is to award a firm fixed price contract. This document shall outline the procedures for proposal submittal.

RFP Schedule

Release Date:	April 10, 2023
Pre-Bid Site Visits:	April 17 - 18, 2023
Deadline for Questions	April 19, 2023 by 5:00 PM
Proposal Due Date and Time:	April 26, 2023 at 5:00 PM

Stiles/Herzog/SFRTA reserves the right to modify this RFP at any time. Bidder is responsible to contact Stiles (contact info below) prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to Stiles' website at:

<http://www.stiles.com/property-management/procurement>

Request for Proposal Process

Section 1: Instructions to Bidders

1.1 Submissions Being Solicited in Fair and Open Process Stiles is soliciting submissions under this Request for Proposal in a fair and open process. Written submissions in response to this RFP must be submitted to the following addresses. Email is preferred method of communication.

Stiles Property Management
201 East Las Olas Blvd, Suite 1200
Fort Lauderdale, FL 33301

Attention: Station Maintenance Manager

E-mail: StationMaint@stiles.com
RE: RFP# SPMALL-2023-01

1.2 Pre-Bid Inspections. Bidders may request a site visit prior to bidding. Requests shall be scheduled in advance by emailing StationMaint@stiles.com and shall occur between the hours of 9:00 AM and 2:00 PM on three days only. Dates for site visits are limited to April 17-18, 2023.

1.3 Final Date for Inquiries/Answers to Inquiries. Written questions shall be submitted via email to StationMaint@stiles.com. Verbal or telephone inquiries directed to Stiles will not be answered. The Final Date for Inquiries shall be April 19, 2023, before 5:00 PM. No questions, submitted in any form, will be answered after the Final Date for Inquiries.

It is the responsibility of the bidder to be familiar with all written Instructions, Insurance Requirements, Scope of Work and General Terms and Conditions documents included with this RFP.

To be considered, please submit proposal with all listed files in Portable Document Format (PDF) to StationMaint@stiles.com. Stiles will respond to all submissions within 24 hours acknowledging receipt. If return receipt is not received, it is the bidder's responsibility to ensure that proposal arrives prior to deadline. Proposals must be received no later than April 26, 2023 at 5:00 PM.

1.4 Proposal Due Date No oral, written or other form of amendment will be accepted by the Stiles Corporation after proposal due date, unless requested by Stiles Corporation. Stiles reserves the right to reject any or all submissions, to waive any requirements of the RFP and to modify or amend, with the consent of the respondent, submissions. All submissions become the property of Stiles or its clients. It is the responsibility of the respondent to monitor Stiles' website for updates and responses to questions, although Stiles will also email responses to RFIs to all bidders that have signed-in at the Pre-Bid meeting.

1.5 Proposal Documents The following documents must be included in submitted proposal in order to be considered.

- BID SHEET / BID SHEET COVER PAGE (ATTACHMENT B)
- PROPOSAL BOND (ATTACHMENT C)
- DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION (ATTACHMENT E)
- QUALIFICATIONS & EXPERIENCE FORM (ATTACHMENT F)
- CONFLICT OF INTEREST DISCLOSURE FORM (ATTACHMENT G)

At the time of contract award, successful bidder is required to submit the following documents.

- PERFORMANCE BOND (ATTACHMENT D)

1.6 Revisions In the event that Stiles finds it necessary to supplement or modify any portion of the Proposal during the Proposal preparation period, such procedure(s) shall be accomplished by issuance of written revision.

All revisions will be in writing from Stiles with content and number of pages described to all Contractors. Each Contractor must acknowledge receipt of all Revisions by signing the acknowledgment in the Revision Acknowledgment on the Bid Form. In the event of conflicts in the Addenda, the most recent Addendum will govern.

1.7 Proposal Evaluation Stiles' RFP committee will review all qualified bids and select the proposal that fully addresses the RFP and is acceptable from a cost standpoint. Note: It is possible that the low bid will not be selected. Stiles will utilize the scoring worksheet below to evaluate proposals. All bidders will be notified by email once the successful bidder has been selected.

Submissions will be evaluated based on experience in providing desired services and the following other factors:

- a. Knowledge of the subject matter
- b. Past performance reputation in the field
- c. Professional expertise, including accreditation, licensing and/or membership in appropriate professional associations
- d. Availability and anticipated ability of the firm to accommodate and successfully provide the requested contracted services on a timely basis
- e. Availability of personnel and other resources to do the work on the schedule set forth
- f. Designated professional and support staff and location of office(s)
- g. Strength of assurances of performance provided
- h. Financial stability and strength of the submitting firm
- i. References in general
- j. Insurance provided and EMR Rating
- k. Fee and compensation proposal. Fees will not necessarily be the sole or definitive factor in determining the most responsible bid.

A screening of all proposals will be conducted to determine overall responsiveness. Proposals determined to be incomplete or non-responsive will be disqualified. Stiles is not bound by the lowest cost proposal and may accept the proposal that is considered the best value for SFRTA. Stiles reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation. Stiles also reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received and to reject any or all proposals received for whatever reason it deems appropriate.

Round 1	
Minimum Qualifications	Pass / Fail
Insurance requirements	Pass / Fail
Round 2	
	Maximum Points
Technical Response / Requirements	200
Government Project History	100
Timeline for Completion	200
References	100
EMR Rating 0.0 - 0.5 = 100 Points 0.6 - 0.8 = 50 Points 0.9 and Above = 0 Points	100
Final Cost	300
Maximum Total Score	1,000

The preparation of an RFP response shall be at the expense of the respondent. Stiles will not reimburse firms for any costs associated with the preparation or submittal of a response. By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

1.8 Single Proposal If only a single responsive and responsible Proposal is received, Stiles Corporation, at its sole discretion, may conduct a price or cost analysis as required. If a price and or cost analysis is conducted by Stiles Corporation, the Contractor shall furnish such information, data, and assistance as Stiles Corporation deems necessary. The analysis may take place, in part, at the Contractor's principal place of business or other facility, as necessary.

1.9 Proposal Format Responses should include completion of the attached Appendices and address the requirement of Section 3 and the selection criteria in Section 1.4. Responses must be emailed to StationMaint@stiles.com **AND** placed in a sealed envelope and clearly labeled with the title " **RFP# SPMALL-2023-01**" and the firm's name and business address. Mailed or delivered responses must be delivered to the Stiles Corporation address in Section 1.1.

Submissions which, in the sole judgment of Stiles Corporation, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

Submissions should provide a straightforward and concise delineation of the respondent proposal and commitment to satisfy the requirements of the RFP.

1.10 Modification, Re-Submittal and Withdrawal Contractor may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date and time; only the latest version of the proposal will be considered.

Proposal may be withdrawn prior to the time and date set for opening. Such requests for withdrawal must be made in writing via email to StationMaint@stiles.com with the subject line: **RFP SPMALL-2023-01 - PROPOSAL WITHDRAWAL**.

1.11 Legal Requirements Contractors shall comply with all applicable provisions of Federal, State, County and Local laws, ordinances, rules, and regulations in the development and submittal of all Proposals received. Lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect of noncompliance.

1.12 Proposal Period Proposal prices are to be firm and fixed for one hundred twenty (120) days.

1.13 Proposal as Public Information and Property of Stiles The information submitted in each proposal may be subject to public disclosure pursuant to State and Federal law. All responses to the RFP will become the property of Stiles and/or its clients.

1.14 Right To Reject Stiles Corporation, at its sole and absolute discretion, reserves the right to reject any or all proposals.

1.15 Permits and Licenses Prior to Notice To Proceed (NTP), the successful Contractor shall obtain all necessary local, state and federal permits, certifications and/or licenses necessary to perform the Work.

END OF SECTION

Section 2: Contract Terms

2.1 Contract. The contract term will expire on December 31, 2023 at 11:59 PM.

The provisions of this RFP and those of the SFRTA shall be the guiding provisions of the contract. The provisions of the contract, as amended and agreed to in writing by both parties, shall be included in this agreement.

Stiles may terminate the contract in whole or in part, with or without cause, with thirty (30) day written notification. Upon termination, the contractor will be paid for all services, labor, and material up to the effective date of the cancellation.

2.2 Compliance with Laws. The firm selected shall comply with all applicable federal, state and local statutes, rules and regulations. Contractor must comply with Davis-Bacon Act wage provisions.

2.3 Indemnification. The selected firm shall defend, indemnify and hold harmless SFRTA, HTSI and Stiles, its officers, agents and employees from all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with the any acts or omissions of the Respondent or any of its principals, employees or agents under this request for qualification or under any agreement executed with Stiles.

2.4 Contractor, Not an Employee. Successful Contractor, and his or her employees or agents, are not employees or agents of Stiles and are not entitled to worker's compensation or any benefit of employment with Stiles. Stiles shall have no responsibility for security or protection of Successful Contractor's supplies or equipment.

2.5 Conflict of Interest Bidders must identify any conflict of interest that may arise from providing services to Stiles. Any conflict of interest must be submitted with proposal on Attachment G of this RFP. Stiles reserves the right to: 1) disqualify any firm or reject any proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented; 2) require the firm to take any action or supply information necessary to remove the conflict; or 3) terminate any contract arising from this solicitation if any such relationship would constitute or have potential to create a real or perceived conflict of interest that cannot be resolved to Stiles's satisfaction.

2.6 Examination of Documents and Locations Contractors shall completely familiarize themselves with the documents and job locations referenced in this RFP. Contractors shall make all investigations required to thoroughly familiarize themselves with the work scope, worksite, and/or services to be furnished in accordance with the proposal. No plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of Stiles' compensation to the contractor.

2.7 Assignment/Subcontractor Successful Contractor may not assign or subcontract any of the award contract without the prior written consent of Stiles. Should Stiles consent to the use of lower tier subcontracting, all provisions of this agreement will flow down to the lower tier subcontractors.

2.8 Security/Bonding.

2.8.1 Contractor is not responsible for the security of the facility during the project.

2.8.2 The Successful Contractor shall submit to Stiles, upon request, names and addresses of all individuals performing work. Stiles may conduct background checks and insist that personnel be replaced.

2.9 Confidentiality Confidentiality is required by the Successful Contractor and its employees at all times. The Successful Contractor, or their employees, shall not access any areas of the facility other than those agreed upon at the pre-bid conference. Contractor and employees shall never review files, paperwork or other work-related information, which may be secured or unsecured in any building, office or common area occupied by HTSI or SFRTA.

2.10 Critical Operating Hours The Successful Contractor shall schedule any work that may impact train operations for off peak hours. Peak hours are Monday-Friday from 6 AM – 10 AM and 3:00 PM – 7:00 PM. Refer to specific station priority order and working hours included in Attachment A - Scope of Work.

2.11 Taxes SFRTA is tax exempt. All sales taxes should be excluded from this proposal. Requests for tax exemption certificates should be made to stationmaint@stiles.com.

2.12 Safety Safety is of paramount importance to SFRTA, HTSI and Stiles. We require that our vendors share this philosophy. In the unlikely event an employee injury or accident occurs while work is being performed on the subject premise; the vendor will immediately take the following steps:

- Deal with the situation at hand, ensuring the employee is attended to as first priority.
- If the injury results in any way to an obstruction of any railroad track, immediately call Tri-Rail Public Safety Coordination Center (PSCC) at 844-200-7233.
- If necessary, call 911.
- Notify, Mr. Blake Stranz – Stiles Project Manager at 865-850-6380 or via email at StationMaint@stiles.com.
- Notify Tri-Rail Operations at 954-884-3501 or TriRailOperations@htsi.com
- Notify Mr. Bryan Hammond, HTSI Safety Manager at 954-531-7618 or bhammond@htsi.com
- Within 24-hours of incident occurrence, the vendor will supply a copy of their OSHA submittal for the incident (or equivalent internal form) to Mr. Stranz and Mr. Hammond.
- Participate in a post-event walkthrough to find and eliminate the root cause of the accident.

2.13 Changes Changes in the specifications may be necessary during the term of the contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual written agreement between Stiles and the Successful Contractor. Stiles reserves the right to add or delete services at any time upon reasonable notice to Successful Contractor. If additional services are requested, the contractor is required to provide a cost estimate detailing them as an attachment to the bid along with prices, where applicable, which may be offered as an addendum for the term of the contract agreement. In the event of project alteration or termination, Stiles agrees to compensate Successful Bidder for costs incurred relating to good faith procurement of materials and supplies required for completion.

2.14 Payment Payments will be made to Successful Contractor on the following schedule:

- 30 percent at material order
- 50 percent at completion
- 20 percent after written approval by Stiles, Herzog and SFRTA that all contract terms are met.

Once conditions are met, payment will be made within 30 days upon receipt of invoices. All invoices shall reference the **RFP# SPMALL-2023-01** and the milestone date in accordance with the payment schedule. Any additional work outside the primary contract must be included on a separate invoice(s) with accompanying authorized change order(s). Invoices must be submitted in PDF format to StilesTriRail@avidbill.com.

2.15 Insurance.

2.15.1 Successful Contractor shall, at its own expense, comply with all insurance requirements described in Exhibit 3, SFRTA Insurance Requirements.

2.15.2 Successful Contractor shall, at its own expense, enroll and meet all requirements to maintain "Approved" status in RealPage (Compliance Depot), Stiles' 3rd party vendor insurance and licensing compliance administrator. Approved status must be maintained throughout duration of contract and is a requirement for payment of the Contractor's final invoice.

2.16 Davis-Bacon Wages Under the Davis-Bacon Wage Act of 1931, all federal government construction contracts, and most contracts for federally assisted construction over \$2,000, must include provisions for paying workers on-site no less than the locally prevailing wages and benefits paid on similar projects. It is the stance of Stiles that this requirement applies to this project. It is the Contractor's responsibility to ensure all aspects of the Act are fulfilled by the Contractor and all approved Subcontractors, including Certified Payroll recordkeeping. Fines and assessments that may result from a lack of compliance are the sole responsibility of the Contractor. Wage rates for Palm Beach County, Broward County, and Miami-Dade County, Florida, are included in this package as Appendix 2.

END OF SECTION

Section 3: Scope of Services.

Bidders should refer to the scope document issued by Stiles Corporation dba Stiles Property Management included as **ATTACHMENT A** in the RFP documents. This shall serve as the binding scope and bidders are required to comply with all criteria contained therein.

END OF SECTION

ATTACHMENT B
PROPOSAL COVER PAGE

Bidder's Organization Name:

Chief Executive - Name/Title:

Tel:

E-mail:

Headquarters Street Address:

Headquarters City/State/Zip:

(Provide information requested below if different from above)

Lead Point of Contact for Proposal -

Name/Title:

Tel:

E-mail:

Headquarters Street Address:

Headquarters City/State/Zip:

- This proposal and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the bid opening.
- No personnel currently employed by Stiles participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to bind the Contractor for contractual obligations on behalf of the above named organization.

To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name (Print)

Authorized Signature

Title

Date

ATTACHMENT E

DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

Bidder's Organization Name:

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of Stiles and/or its clients. Stiles may verify disbarment status through the General Services Administration (GSA) Excluded Parties List System (EPLS).

Name (Print)

Authorized Signature

Title

Date

ATTACHMENT F**QUALIFICATIONS & EXPERIENCE FORM**

Bidder's Organization Name: _____

Present a brief statement of qualifications, including any applicable licensure and/or certification. Describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include an outline of Company's approach to safety. You may expand this form and use additional pages to provide this information or submit your own standard marketing package.

Provide a description of projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services/Specifications" portion of this RFP. For each of the project examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email address.

If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder's general capabilities. Note any government (public) projects:

Project One

Client Name:

Client Contact Person:

Telephone:

E-Mail:

Brief Description of Project

Project Two

Client Name:

Client Contact Person:

Telephone:

E-Mail:

Brief Description of Project

Project Three

Client Name:

Client Contact Person:

Telephone:

E-Mail:

Brief Description of Project

ATTACHMENT G
CONFLICT OF INTEREST DISCLOSURE FORM

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from nominating a condition for screening.

Date: _____

Name: _____

Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____

2. _____

3. _____