

REQUEST FOR QUALIFICATIONS (RFQ)

CONSTRUCTION MANAGER AT RISK (CMR) FOR THE CONSTRUCTION OF A
NEW FIRE STATION NUMBER 1 FACILITY

2019-370-ND

RFQ ISSUANCE DATE: SEPTEMBER 27, 2019

STATEMENTS OF QUALIFICATIONS DUE: NOVEMBER 11, 2019 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

**NATALIA DELGADO, CPPB
CONTRACTING OFFICER II**

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139

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TABLE OF CONTENTS

<u>SOLICITATION SECTIONS:</u>		<u>PAGE</u>
0100	INSTRUCTIONS TO RESPONDENTS	N/A
0200	GENERAL CONDITIONS	3
0300	SUBMITTAL INSTRUCTIONS & FORMAT	10
0400	EVALUATION PROCESS	13
<u>APPENDICES:</u>		<u>PAGE</u>
APPENDIX A	RESPONSE CERTIFICATION, QUESTIONNAIRE AND AFFIDAVITS	15
APPENDIX B	“NO BID” FORM	20
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATIONS	22
APPENDIX D	INSURANCE REQUIREMENTS	32
APPENDIX E	PREVAILING WAGE & LOCAL WORKFORCE PARTICIPATION PROGRAM	33
APPENDIX F	RESILIENCY STANDARDS	39

DRAFT

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Proposer to submit their qualifications, proposed scopes of work and cost Statement of Qualifications (the “proposal”) to the City for the City’s consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposer and, subsequently, the successful proposer(s) (the “contractor[s]”) if this RFQ results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective proposer who has received this RFQ by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFQ. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The new Fire Station Number 1 project encompasses the site selection, site planning, design and construction of a new facility approximately 17,000 to 20,000 square feet in size, with 911 Emergency Call Dispatch Center, equipment bays, living spaces, offices, a kitchen, a gym, support facilities and a minimum of 32 parking spaces. Multiple sites shall be evaluated during the conceptual site planning and feasibility phase. The project shall conform with the City’s future sea level rise initiatives, storm water management and resiliency programs. The completed facility shall incorporate materials and methods that promote environmental quality, economic vitality, and social benefit through the construction and operation of the built environment, in a manner to achieve US Green Building Council LEED Gold certification.

The City seeks Proposals from construction management at risk firms to provide preconstruction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for the construction of the new Fire Station Number 1 facility and related infrastructure. The successful firm must demonstrate an ability to provide multi-disciplinary management in the areas of scope definition/validation, cost estimating, construction scheduling, quality control and assurance plan, building code review/inspection, design and constructability review, close out, and warranty services.

The successful contractor shall be determined pursuant to Section 0200, Sub-section 14. The final contract, including the selected contractor’s fee and compensation will be negotiated pursuant to Section 0200, Sub-section 15.

3. CONSTRUCTION MANAGEMENT AT RISK (CMR) SCOPE OF SERVICES.

The Construction Management at Risk (CMR) shall provide comprehensive construction management services during the design through construction close-out phases, as set forth more fully in the Statement of Work Required set forth in Appendix C of this RFQ, including, but not limited to:

- i. Developing and monitoring the Project schedule and budget to ensure Project implementation needs are met;
- ii. Conducting design reviews and providing value engineering services, with recommendations to the Design Professional, regarding construction feasibility, selection of potential site, selection of materials, systems, equipment, pricing and scheduling;
- iii. Establishing an agreed-upon Guaranteed Maximum Price (GMP) which must be consistent with City’s budget and Project design requirements, and for which the Construction Management (CM) shall be “at risk” for delivery of all work required for completion of the Project in accordance with the Project schedule;
- iv. Providing cost estimating during design and construction;
- v. Maintaining a system of cost control;

- vi. Coordinating the letting and award of multiple bid packages for subcontractor trades, and coordinating the work of all contractors performing work on the Project;
- vii. Providing compliance services with respect to contract activities, including enforcement of prevailing wage requirements;
- viii. Evaluating design resolutions as related to schedule and budget;
- ix. Providing full-time construction supervision services, including scheduling, conducting progress meetings and preparing minutes and other reports with respect to the progress of the Project;
- x. Coordinating site construction management services including, but not limited to, regular job site meetings, maintaining daily on-site project log and schedule report, overseeing quality assurance, testing and inspection programs, monitoring construction management staff and sub-contractor work performance for deficiencies, maintaining record copies of all contract documents, change orders and other documentation on site, overseeing construction management staff and subcontractor safety programs;
- xi. Updating and maintaining master project schedules, detailed construction schedules, submittal schedules, and inspection schedules;
- xii. Assembling and timely submitting to the City all maintenance and operations manuals, warranty documents and "as-builts"; and providing construction management services during warranty period;
- xiii. Submitting exception-based status reports, associated with the Best Value Quality Control Plan, addressing conditions, situations, and events that introduce risk to the project, in terms of cost, schedule, quality, and City's expectations, and including the CMR's plan to mitigate the risk(s);
- xiv. Coordinating with the Design Professional and City representative(s) the substantial and final inspections, prior to the Design Professional approval and issuance of the Certificate of Substantial Completion.

4. PREVAILING WAGE RATES. Section 31-27 of the City Code requires that in all non-federally funded construction contracts in excess of one million dollars to which the City of Miami Beach is a party, the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. See Appendix E.

5. LOCAL WORKFORCE PARTICIPATION PROGRAM. Section 31-40 of the City Code requires the demonstration of reasonable efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County and City of Miami Beach residents. See Appendix E.

6. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

Solicitation Issued	September 27, 2019
Pre-Submittal Meeting	October 7, 2019 at 10:00 a.m. ET
Deadline for Receipt of Questions	October 22, 2019 at 5:00 p.m. ET
Responses Due	November 11, 2019 at 3:00 p.m. ET
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

7. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
Natalia Delgado

Telephone:
305-673-7490

Email:
nataliadelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

8. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFQ Timetable section above at the following address:

**City of Miami Beach
Procurement Department
Conference Room
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 9415468

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

9. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFQ by any means other than through *PublicPurchase* must register immediately with *Public Purchase* to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFQ Timetable** section.

10. CONE OF SILENCE. This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

11. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

12. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

13. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFQ, the highest proposal amount).

14. DETERMINATION OF AWARD. The final ranking results of the evaluation process will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

15. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

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SECTION 0200

GENERAL CONDITIONS

1. GENERAL DISCLAIMERS.

a. The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City. In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

b. The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation. Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

c. Proposers are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113>

- CONE OF SILENCE –SECTION 2-486
- PROTEST PROCEDURES –CODE SECTION 2-371
- DEBARMENT PROCEEDINGS –SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES – SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS – SECTION 2-487
- CAMPAIGN CONTRIBUTIONS – SECTION 2-488
- EQUAL BENEFITS FOR DOMESTIC PARTNERS – SECTION 2-373
- LIVING WAGE REQUIREMENT – SECTIONS 2-407 THROUGH 2-410
- FALSE CLAIMS ORDINANCE – SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES – SECTION 2-449

2. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 a proposal on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This RFQ is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

4. DEBARMENT ORDINANCE: This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

5. COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform

laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

6. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-37379, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

7. AMERICANS WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673-7000, Extension 2984.

8. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

9. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

10. JOINT VENTURES / SINGLE PURPOSE ENTITY. Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFQ, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFQ or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

12. AGREEMENT BY PROPOSERS. Any individual that submits a proposal in response to this solicitation agrees to the following:
Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

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

Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. In accordance with Section 47 below, a Proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the

date of proposal opening, by delivering written notice of withdrawal to the Procurement Department.

13. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

14. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

15. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

16. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a Proposer's history of citations and/or violations of environmental regulations in investigating a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrants such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

17. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

18. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFQ. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

19. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

20. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, 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 Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, 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.

21. DEFAULT. Failure or refusal of the successful Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a proposal response before such award is made and approved, may result in a claim for damages by the City, and may be grounds for removing the Proposer from the City's vendor list.

22. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the work and services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable

laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where Proposer is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the Proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The Proposer shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

23. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

24. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital and familial status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, and political affiliation.

25. DEMONSTRATION OF COMPETENCY. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully-equipped and well-established company in line with the best business practices in the industry, and as determined by the City.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer to show proof that it has been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

26. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

27. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

28. OPTIONAL CONTRACT USAGE. When the successful Proposer is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

29. VOLUME OF WORK. To the extent applicable, it is the intent of the City to purchase the goods and services specifically listed in this solicitation. However, the City reserves the right to purchase any goods or services awarded from State or other governmental contracts, or on an as-needed basis through the City's spot market purchase provisions.

30. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

31. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the Proposer or its employees, agents, servants, partners, principals or subcontractors. The Proposer 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 be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by any agreement with the City or otherwise provided by the Proposer 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 above indemnification provisions shall survive the expiration or termination of this Agreement.

32. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Proposer agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

33. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFQ (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

34. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

35. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

36. EXCEPTIONS TO RFQ. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which Proposer took exception to (as said term and/or condition was originally set forth in the RFQ and any exhibits or Addenda thereto).

37. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

38. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFQ solicitation process, unless otherwise noted herein.

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SECTION 0300 SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Statement of Qualifications (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, proposer name, proposer return address. Statement of Qualifications received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Statement of Qualifications are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of Statement of Qualifications will be considered late and not be accepted or will be returned to proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. NON-RESPONSIVENESS. Failure to comply with the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Failure to submit a signed copy of Appendix A.
2. Failure to comply with the Minimum Eligibility Requirements (See Appendix C, Section 1).

4. OMITTED OR ADDITIONAL INFORMATION. With exception of the Proposal Certification Form (Appendix A-1) and the Cost/Revenue Proposal, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

5. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

TAB 1	Cover Letter & Minimum Qualifications Requirements
<p>1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.</p>	
<p>1.2 Proposal Certification Form (Appendix A-1). Failure to submit the Proposal Certification Form <u>with the Proposal</u> shall result in Proposal being <u>deemed non-responsive</u>.</p>	
<p>1.3 Questionnaire & Requirements Affidavit (Appendix A-2).</p>	
<p>1.4 Prime Proposer's Key Team. Identify the following key team members:</p> <ul style="list-style-type: none"> Prime Proposer Lead Project Manager 	
<p>1.5 Minimum Eligibility Requirements. Submit verifiable information documenting compliance with the minimum eligibility requirements, including each key team member, established in Appendix C, Minimum Requirements & Special Conditions.</p>	

TAB 2 Experience & Qualifications of Prime Proposer

2.1 GSA 527 Form. The prime proposer shall submit a completed General Services Administration (GSA) 527 form. No proposal will be considered without this required form. Form can be found at:

<http://www.gsa.gov/portal/forms/download/115238>

2.2 Qualifications of Prime Proposer. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2.2 Similar Project Experience. Submit verifiable evidence of the prime proposer’s past experience in providing preconstruction services and construction phase services via a GMP amendment for the construction of a fire station or other public safety building and related infrastructure.

For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

TAB 3 Experience & Qualifications Proposer’s Team

3.1 Qualifications of Proposer Team. Provide an organizational chart of all the prime proposer’s personnel, each team members’ qualifications and the role that each team member will play in providing the services detailed herein. A resume of each individual, including education, licensure, relevant experience, and any other pertinent information, shall be included for each respondent team member to be assigned to this contract. Include specific information regarding the Proposer Team’s experience in providing preconstruction services and construction phase services via a GMP amendment for the construction of a fire station or other public safety building and related infrastructure.

For each project submitted as proof of experience, submit: 1) project name, 2) project description, 3) start and completion dates, 4) project contact information (phone and email), 5) volume of contract, 6) prime proposer’s role in project.

3.2 Lead Project Manager. Submit the name of the Lead Project Manager that shall be the primary representative to the City. Include a resume of the Lead Project Manager, including education, licensure, relevant experience, and any other pertinent information. Include specific information regarding the Lead Project Manager’s experience in providing preconstruction services and construction phase services via a GMP amendment for the construction of a fire station or other public safety building and related infrastructure.

3.3 Project Superintendent. Submit the name of the Project Superintendent. Include a resume of the Project Superintendent, including education, licensure, relevant experience, and any other pertinent information. Include specific information regarding the Project Superintendent’s experience in providing construction phase services via a GMP amendment for the construction of a fire station or other public safety building and related infrastructure.

TAB 4 Approach and Methodology

4.1 Submit detailed information on the approach and methodology that the prime proposer has utilized on previous engagements to accomplish a similar scope of work including detailed information, as applicable, which addresses, but need not be limited to:

- working project architects/engineers of record,
- maximizing competition on sub-contractor bids,
- staying current with industry best practices,
- strategies for delivering project within or below project budget,
- stakeholder communications,
- implementation plan,
- project timeline,
- phasing options,
- anticipating setbacks and risk mitigation options for assuring project is implemented on time and within budget.

4.2 Provide information on Proposer's current workload and how the potential project(s) will fit into Proposer's workload. Describe available facilities, technological capabilities and other available resources you offer for the potential project(s).

4.3 Submit detailed information on the prime proposer's ability and willingness to meeting the city's resiliency standards (See Appendix F).

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SECTION 0400 STATEMENTS OF QUALIFICATIONS EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the requirements set forth in the solicitation. If further information is desired, Proposals may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of Statement of Qualifications will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the Statement of Qualifications only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

- a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.
- b. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Prime Proposer's Experience and Qualifications	60
Proposing Team Experience and Qualifications	10
Approach and Methodology	30
TOTAL AVAILABLE STEP 1 POINTS	100

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposer may receive additional quantitative criteria points to be added by the Procurement Department to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	Maximum Points
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	5

4. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

	Proposer A	Proposer B	Proposer C	
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2

MIAMI BEACH

Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

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APPENDIX A

MIAMI BEACH

Response Certification, Questionnaire & Requirements Affidavit

2019-370-ND
CONSTRUCTION MANAGER AT RISK (CMR)
FOR THE CONSTRUCTION OF A NEW FIRE
STATION NUMBER 1 FACILITY

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX A1 - PROPOSAL CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and executed.

FAILURE TO SUBMIT THE PROPOSAL CERTIFICATION FORM WITH ITS PROPOSAL SHALL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.

Solicitation No: RFQ 2019-370-ND	Solicitation Title: Construction Manager at Risk (CMR) for the Construction of a New Fire Station Number 1 Facility	
Procurement Contact: Natalia Delgado	Tel: 305.673.7000, Ext. 26263	Email: nataliadelgado@miamibeachfl.gov

PROPOSER'S NAME:		
NO. OF YEARS IN BUSINESS:	NO. OF YEARS IN BUSINESS LOCALLY:	NO. OF EMPLOYEES:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

Except as stipulated in General Condition 36, Proposer agrees: to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all specifications, attachments, exhibits and appendices and the contents of any Addenda released hereto; to be bound, at a minimum, to any and all specifications, terms and conditions contained herein or Addenda; that the Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; that proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; that all responses, data and information contained in the proposal are true and accurate.

Name of Proposer 's Authorized Representative:	Title of Proposer 's Authorized Representative:
Signature of Proposer 's Authorized Representative:	Date:

APPENDIX A2 - QUESTIONNAIRE AND REQUIREMENTS AFFIDAVIT FORM

The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. Attach any requested information.

Name of Proposer 's Authorized Representative:	Title of Proposer 's Authorized Representative:
Signature of Proposer 's Authorized Representative:	Date:

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall attach at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall attach its Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

7. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:

1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.
2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.
3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTracker.net).

SUBMITTAL REQUIREMENT: Indicate below that Proposer agrees to the living wage requirement. Failure to agree shall result in proposal disqualification.

YES NO

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies 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 s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: Proposer agrees to the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list. Failure to agree shall result in proposal disqualification.

YES NO

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code. Failure to agree shall result in proposal disqualification.

YES NO

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375. Failure to agree shall result in proposal disqualification.

YES NO

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity. Failure to agree shall result in proposal disqualification.

YES NO

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

APPENDIX B

MIAMI BEACH

“No Bid” Form

2019-370-ND CONSTRUCTION MANAGER AT RISK (CMR) FOR THE CONSTRUCTION OF A NEW FIRE STATION NUMBER 1 FACILITY

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A STATEMENT OF QUALIFICATIONS AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

Workload does not allow us to submit a proposal

Insufficient time to respond

Specifications unclear or too restrictive

Unable to meet specifications

Unable to meet service requirements

Unable to meet insurance requirements

Do not offer this product/service

OTHER. (Please specify)

We do do not want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: **Natalia Delgado**
STATEMENT OF QUALIFICATIONS #2019-370-ND
1755 MERIDIAN AVENUE, 3rd FLOOR
MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Minimum Requirements & Specifications

2019-370-ND
CONSTRUCTION MANAGER AT RISK (CMR)
FOR THE CONSTRUCTION OF A NEW FIRE
STATION NUMBER 1 FACILITY

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Prime proposer (Construction Management, Construction Management at Risk, Design Build, or General Contractor Firms) must be licensed as a Certified General Contractor in the State of Florida, Division of Business and Professional Regulations.
2. Prime Proposer must have completed construction for no less than two (2) similar projects. Similar projects shall be interpreted to mean the construction of a new fire station or public safety building, with a minimum gross area of 17,000 square feet. Prime Proposer must also have completed no less than one project with LEED Gold certification.
Submittal Requirement: For each qualifying project, submit project name, project contact information (phone and email) and prime proposer's role in project.
3. Prime Proposer must have completed no less than one (1) project with LEED Gold certification.
Submittal Requirement: For each qualifying project, submit project name, project contact information (phone and email) and prime proposer's role in project.
4. Lead Project Manager must have a minimum of five (5) years' experience in the management of construction projects and served as Project Manager on at least one (1) similar project. Similar projects shall be interpreted to mean the construction of a new fire station or public safety building, with a minimum gross area of 17,000 square feet.
Submittal Requirement: For each qualifying project, submit project name, project contact information (phone and email) and prime proposer's role in project.
5. Prime Proposer shall provide a letter from a Surety company affirming that the Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than \$7,000,000.00 for the project. The Surety firm shall be rated by AM Best as to be no less than A (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.

2. Statement of Work Required.

The City will request Pre-Construction Services to be prepared at all stages of the construction documents as follows:

- Design Review, Constructability, and Value Engineering
- Risk Assessment Plan
- Review of Onsite and Offsite Conditions
- Cost Estimating and Cost Controls
- Scheduling
- Bidding (GMP submittal & Negotiations)

The CMR is tasked to work with the Design Professional during the course of design and advise the City of the constructability of the design and provide value engineering of the Design Professional documents, to check the quality of the documents and advise the Owner of the most efficient and economical ways to build

the project pursuant to the Owners goals and objectives for the project.

The current total estimated construction budget for the project is \$6,500,000.00 strictly for the construction of the new Fire Station Number 1 facility and associated site development.

The CMR Scope of Services shall include, without limitation, all of the Preconstruction Services set forth below and, upon approval by the City of the GMP, and as contemplated in any GMP Amendment or Amendments, and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Work and the Project, all of the Construction Services required to complete the Work in strict accordance with the Contract Documents, and to deliver the Project to the City at or below the GMP, when established, and within the Contract time.

The CMR shall review Project requirements, existing on-site and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions. The CMR shall prepare a preliminary Project Schedule in accordance with the Contract Documents and in coordination with the City and the Architect/Engineer, identifying all phases, critical path activities, and critical duties of each of the project team members. It is the intention of the City to enter into a contract with a CMR for pre-construction services during the design process. The CMR shall, at each design phase review the plans and advise the City and the Landscape Architect/Architect/Engineer (LA/A/E) regarding the constructability of the design and of any errors, omissions, or conflicts it discovers. The CMR shall prepare an outline of proposed bid packages and detailed cost estimates and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The CMR shall attend all Project related meetings. The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee. At the conclusion of the Preconstruction Services, the CMR shall provide the City a proposal for a GMP Amendment for construction phase services and without assuming the duties of the LA/A/E, warrant to the City, that the plans, specifications, and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

The selected firm shall be tasked with, but not limited to, the following duties and responsibilities:

PRECONSTRUCTION SERVICES

- 1) **Meetings:** CMR shall schedule and conduct progress meetings to discuss such matters as procedures, progress, problems, and scheduling. CMR shall prepare and distribute minutes of each meeting promptly and no later than five (5) business days after the meeting.
- 2) **Review of Construction Documentation/Value Engineering:** CMR shall review the work of the Design Professional and make recommendations to suggest modifications to improve completeness or clarity of the Construction Documents, and to improve the constructability of the Project within budget while meeting the City's objectives within the schedule. CMR shall review with the City, Design Professional and Owner's Representative alternative approaches to the design, construction, and phasing for the Project, including but not limited to alternative materials and systems and value engineering to minimize total construction and operating costs. The CMR, as a result of the above-noted review of the design documents and recommendations provided to the City, shall be fully responsible for the coordination of the Construction Documents with the written specifications. This includes, but is not limited to, the CMR's review of the Construction Documents in coordination of the drawings and specifications themselves, as well as with the existing facilities to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. The CMR shall, during this phase, be responsible for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project. The CMR agrees

specifically that except as included in the GMP amendment, no Contract Amendments shall be requested by the CMR or considered by the City for reasons involving conflicts in the Construction Documents; questions of clarity with regard to the documents; and incompatibility, or conflicts between the documents and the existing conditions, utilities, code issues and unforeseen underground conditions. At the conclusion of the Preconstruction Services, the CMR shall, without assuming the duties of the Design Professional as the LA/A/E, warrant to the City, that the plans, specifications and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

- 3) **Schedule:** CMR shall create and update, no less often than once each month, the Master Project Schedule and cost and resource loaded Construction Schedule based on the critical path method (CPM), both of which must incorporate its activities and those of the Contractors, including processing of shop drawings and similar required submittals and delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience. CMR shall include the Project occupancy requirements, showing portions of the Project having occupancy priority.
- 4) **Direct Purchases:** CMR shall work with the City and Owner's Representative to agree upon a list of materials to be purchased directly by the City, in order to realize sales tax savings.
- 5) **Cost Estimating:** CMR shall provide a preliminary construction cost estimates based on 50%, 90%, and 100% design development drawings.
- 6) **Preconstruction Services Fees:** The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee. CMR's Preconstruction Services fee may include all costs for permit expediting services for the Project.
- 7) **Guaranteed Maximum Price (GMP):** CMR shall submit for City's consideration a GMP amendment to its contract to guarantee the maximum price of the Project. The GMP shall include all trade costs, general conditions, bonds & insurance, profit, overhead, CMR fee, agreed upon Contingency amount, and all like amounts, and shall represent the full and complete amount for which the CMR agrees to proceed with all work on the Project from the receipt of sub-contract bids to the final completion and contract close-out of the Project. Subsequent to a bid opening to be attended by the City, LA/A/E and CMR, the CMR shall submit its Contractor recommendations, including a Best Value quality control plan that identifies risks and potential risks that the CMR does not control, or risk that is impacted by factors that the CMR does not control, and includes the CMR's plan to minimize that risk. A risk would be any existing or potential condition, situation or event that could negatively impact the project's cost, schedule, quality and the City's expectations. Upon acceptance and execution of the GMP proposal, by the City, the CMR shall enter into sub-contract agreements for the Project work, and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a CMR with regard to other services required by the Contract Documents. If the Project is completed within or at the GMP, any savings realized through the bidding and construction process shall be shared with 75% of the savings being retained by the City and 25% paid to the CMR as an additional fee.

COMPETITIVE BIDDING PHASE

- 1) **Competitive Bidding:** Unless otherwise provided for in the CMR contract or approved by the City, the trade and other subcontracted work on the Project will be competitively bid. Instructions to bidders must require each bid to be accompanied by the appropriate bid security.
- 2) **Bid Packages:** The CMR shall assemble the Construction Documents and other contract documents specifying all terms and conditions applicable with respect to the work to be performed by each contractor ("Contract Documents") into appropriate bid packages and shall distribute the bid packages to prospective bidders, Owner's Representative, LA/A/E, and the City.

- 3) **Obtaining Bids:** CMR shall assist with the development of and make recommendations for bidding criteria, bidding schedules and bidding information and shall develop bidders' interest in the Project. The CMR shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements currently determined by the City. The CMR shall submit to the City the CMR's list of pre-approved sub-contractors for each element of the Work to be sub-contracted by the CMR. This list shall be developed through the execution, by the CMR, of the Sub-contractor Pre-qualification Plan noted above. The City reserves the right to reject any sub-contractor proposed for any bid to be considered by the CMR. Any claims, objections or disputes arising out of the Pre-qualification Plan or list, are the responsibility of the CMR. The CMR shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre-qualification plan and/or the sub-contractor's list, except where the sole cause of the matter is a City directed decision.
- 4) **Pre-bid Conferences:** CMR, with the assistance of LA/A/E and the Owner's Representative, shall conduct pre-bid conferences with prospective bidders to familiarize bidders with the Contract Documents, any special requirements of the Contract Documents and equal employment opportunity and prevailing wage requirements. The City shall transmit to CMR all of LA/A/E responses to questions at pre-bid conferences, and CMR shall review addenda prepared by LA/A/E to incorporate those responses. CMR shall prepare a record of the questions and answers discussed at the pre-bid conferences that shall be transmitted to the Owner's Representative for use by LA/A/E to prepare addenda.
- 5) **Bid Review:** CMR, with the assistance of Owner's Representative and LA/A/E, shall review all bids received for responsiveness, participate in investigating the responsibility of bidders and deliver a written recommendation to the City and Owner's Representative about the award of, or rejection of, any bid or bids for each subcontract for the Project. In making the recommendation, CMR shall evaluate all applicable alternates referenced in the Contract Documents and shall evaluate each bidder in accordance with the bid criteria contained in the bid package. In recommending the award of any subcontract, the CMR shall not consider any unauthorized substitutions contained in the bid.
- 6) **Pre award Conferences:** CMR, with the assistance of the Owner's Representative and LA/A/E, shall conduct pre-award conferences with the recommended bidders and shall gather documentation for contract execution from such bidders. If a bidder fails to provide the required documentation in a timely manner, CMR shall assist the Owner in considering whether to grant an extension of time for submitting the documentation or terminate negotiations with the recommended bidder.
- 7) **Subcontractor and Material Supplier Review:** CMR shall participate in investigating any subcontractor or material supplier at any tier and recommend approval or disapproval thereof.
- 8) **Subcontracts:** Those portions of the Work that the CMR does not customarily perform with its own personnel shall be performed under subcontracts with the approved bidders (Subcontractors) or by other appropriate agreements with the CMR. The CMR shall prepare all subcontracts on a form developed by the CMR and acceptable to the City, and shall cause the subcontracts to, among other terms, incorporate the provisions of the City's contract with the CMR, to the extent applicable to the work to be performed by each Subcontractor.
- 9) **Notice to Proceed:** CMR shall obtain from the City a Notice to Proceed for the construction phase of the Project, upon obtaining all appropriate permits and satisfying all conditions as may be set forth in the CMR contract.

CONSTRUCTION PHASE: Once the City has accepted the GMP, the City will issue a GMP Amendment which will include the Contract for Construction. CMR activities shall include, but are not limited to:

- 1) **Local Employment:** It is the City's goal to maximize the employment of City of Miami Beach and Miami-Dade County residents in the construction of the Project. The CMR shall work with each Subcontractor to create a plan for maximizing local employment, as well as providing periodic

reporting to monitor success. At a minimum, the City shall require monthly progress reports to be submitted to the City Commission documenting success throughout the Project duration.

- 2) **Access:** Subject only to safety requirements, the CMR shall grant, and shall cause all Subcontractors and others performing work on the Project to grant, the City, Owner's Representative, LA/A/E and its consultants, unimpeded access to the work at all times.
- 3) **Project Administration:** CMR shall manage the Project and shall be fully responsible for coordinating all work of each Subcontractor to ensure all work is performed in a timely, efficient and economical manner and in accordance with the Contract Documents. CMR shall provide administrative, management and related services as required to coordinate, supervise and direct the performance of the work by all Subcontractors with each other and with the activities and responsibilities of the City and LA/A/E, to complete the Project in accordance with the Contract Documents. CMR shall maintain a competent, full time staff at the Project at all times that work is in preparation or progress on the Project and shall establish and implement on site organization and authority so that the work on the Project may be accomplished timely and efficiently. CMR shall cause all Subcontractors to perform the work in accordance with the Contract Documents. CMR shall coordinate the work with all authorities having jurisdiction, government entities and utility companies that may be involved in the Project. CMR shall arrange for delivery, storage, protection and security for all materials and equipment until the materials are incorporated as part of the work and final acceptance is received. CMR shall take all steps necessary and appropriate to enforce its agreements with Subcontractors for the benefit of the City. CMR shall provide claims administration services, provided CMR shall have no authority to authorize changes of any kind to the Contract Documents or to modify any deadlines for completion of work specified in the Contract Documents.
- 4) **Contractor Performance:** CMR shall cause each Subcontractor to perform its Work in accordance with the requirements of the Contract Documents and shall make all necessary efforts to protect the Owner against defects and deficiencies in the Work. CMR shall promptly report to the Owner's Representative and LA/A/E all work that does not conform to the requirements of the Contract Documents, make recommendations regarding the acceptance or rejection of that work and advise the City and LA/A/E of CMR's actions or proposed actions with respect thereto.
- 5) **Means and Methods:** The CMR shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the CMR's Agreement with the City.
- 6) **Meetings:** CMR shall hold bi-weekly, or as required, progress and coordination meetings with representatives of the City, LA/A/E, and Owner's Representative, to discuss such matters as procedures, progress, problems and scheduling. CMR shall prepare and distribute for discussion at each meeting a Two (2) Week look-ahead schedule. CMR shall prepare and distribute minutes of each meeting promptly and no later than five (5) business days after the meeting.
- 7) **Schedules:** No less often than once each month, CMR shall update and distribute the CPM Master Project Schedule and cost and resource loaded Construction Schedule, both of which must incorporate its activities and those of all Subcontractors, including processing of shop drawings and similar required submittals and delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience. CMR shall include in the Construction Schedule the submission of the GMP proposal; components of the work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and Project occupancy requirements, showing portions of the Project having occupancy priority. CMR shall use reasonable care and all necessary efforts to cause the progress of all Work to be maintained in accordance with the Construction Schedule.

- 8) **e-Builder:** CMR shall use the City's e-Builder™ system for data warehousing.
- 9) **Direct Purchases:** CMR shall coordinate with the City and Owner's Representative to direct purchase agreed upon materials to realize sales tax savings.
- 10) **Construction Plan:** CMR shall develop and submit to the City, Owner's Representative and LA/A/E the Construction Plan which will include a work breakdown structure based upon the approved Construction Schedule and phasing plan.
- 11) **Presentations:** Participate and assist in the preparation of materials for meetings of the City Commission, relevant sub-committees, and any other groups required.
- 12) **Progress Reports:** No less often than once each month, CMR shall submit to the City, the Owner's Representative and LA/A/E a detailed Progress Report for the City's, Owner's Representative's and LA/A/E review and comment. The format for the Progress Report must be approved and accepted by the City, the Owner's Representative and LA/A/E, and will establish the format to be used for each subsequent monthly Progress Report. The CMR shall index, bind and tabulate the Progress Report in a manner acceptable to the City. The Progress Reports shall include photos documenting the progress of the work. The photos will be 8" x 10" in size, with the date and location noted on the back of each photo. A back-up flash drive or CD of the photos is to accompany the photographs. The Progress Reports and Project Photos are to be made an attachment to the Monthly Application for Payment.
- 13) **Daily Log:** CMR shall keep a daily log containing a record of weather, all Subcontractor work on the site, number of workers delineated by Subcontractor and trade, work accomplished, problems encountered, material and equipment deliveries made to and received at the Project site and other similar relevant data as the City may require, and shall submit a copy of the log to the Owner's Representative and LA/A/E once each week. The CMR shall also require all Subcontractors to provide independent daily logs of activity.
- 14) **Accounting:** CMR shall maintain cost accounting records on work performed by Subcontractors under unit costs or actual costs for labor and materials, or other appropriate basis, and afford the City unrestricted access thereto.
- 15) **Applications for Payment:** CMR shall develop and implement procedures acceptable to, and as directed by, the Owner and/or Owner's Representative and consistent with the procedures set forth in the CMR Contract, for reviewing and processing Subcontractors' Applications for Payment, which shall protect the Owner against payment ahead of progress and shall require LA/A/E and City's advance written approval as a condition to each payment to a Subcontractor. CMR shall prepare a schedule of values associated with the bid packages and all work on the Project and shall submit the schedule of values for approval by LA/A/E and the Owner's Representative. All payment requests must be in accordance with the schedule of values approved.
- 16) **Prevailing Wage:** CMR shall monitor and report on prevailing wage requirements for the Project.
- 17) **Notices:** CMR shall file all notices of commencement and all other filings required to be made for the Project.
- 18) **Permits:** CMR shall obtain building permits and special permits for permanent improvements, except for permits required to be obtained directly by Subcontractors or the City. CMR shall coordinate the permitting process and verify that the general building permit and all trade permits have been obtained. In conjunction with the City, Owner's Representative and LA/A/E, CMR shall develop a matrix showing required permits, the party responsible to obtain each permit and the status of each such permit. CMR shall assist the City and LA/A/E in connection with the City's responsibility for filing documents required for the approvals of government entities having jurisdiction over the Project.
- 19) **Quality Assurance/ Quality Control:** CMR shall develop and establish, for the City's benefit, review and approval, a Quality Assurance/Quality Control Plan (QA/QC Plan) in order that the standards of

construction called for are met. The QA/QC Plan shall address the processes, procedures and responsibilities for the identification, tracking and resolution of all non-conforming work. CMR shall develop a checking and testing procedure that will ensure that all systems are adequately tested and balanced before their acceptance. CMR shall coordinate and monitor all testing provided by others as required by all Contract Documents. CMR shall keep an accurate record of all tests, inspections conducted, findings and test reports.

- 20) Field Questions:** CMR shall develop, in conjunction with the City and LA/A/E, procedures acceptable to the City, the Owner's Representative and LA/A/E for implementing, documenting, reviewing and processing field questions and responses, field variance authorizations and directives, minor changes and change orders due to scope and modifications. CMR shall cooperate with the City, Owner's Representative and LA/A/E to develop systems and procedures to be used by LA/A/E, CMR, the City, the Owner's Representative and the Subcontractors to facilitate quick and accurate communications and to provide for an up to date submittal log accessible to the Project participants. CMR shall recommend necessary or desirable changes to LA/A/E, Owner's Representative and the City, review requests for changes submitted by Subcontractors, negotiate Subcontractor's proposals, submit recommendations to LA/A/E, the City and the Owner's Representative, and if they are accepted by the City, then prepare Change Orders for execution by the appropriate parties.
- 21) Submittals:** CMR shall prepare for review and approval a comprehensive Submittal Schedule indicating all anticipated submittals and anticipated timing of submission. The CMR shall receive from each Subcontractor such shop drawings, product data, samples, as-built drawings and other submittals as set forth in a submittal schedule agreed to by the parties, and shall thoroughly review and approve same for conformance with the Contract Documents, and/or take other appropriate action and then submit to LA/A/E. CMR shall stamp or take such other appropriate action with respect to all shop drawings, product data, samples and other submittals to verify the review, approval for conformance with the Contract Documents or other action thereon, and in the case of shop drawings, shall also review and coordinate the shop drawing to indicate field conditions, proposed Subcontractor deviations from the Contract Documents, and other requirements that affect design intent. CMR shall transmit to LA/A/E all submittals recommended for approval in accordance with the Contract Documents. CMR's stamp shall constitute its verification that, to the best of the CMR's knowledge and belief based on its review, the submitted item conforms to the Contract Documents and is coordinated with other related work. In collaboration with LA/A/E and the Owner's Representative, CMR shall establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals.
- 22) Record Documents:** CMR shall maintain at the Project site (or such other place as approved by the Owner), on a current basis: A record copy of all contracts (including this agreement and all Subcontracts), Construction Documents, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; as-built drawings; the most recent Master Project Schedule and Construction Schedule; applicable handbooks; maintenance and operating manuals and instructions; and other related documents that arise out of the contracts or the work. CMR shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations. CMR shall make all records available to the City, Owner's Representative and LA/A/E. Upon final completion (or earlier if practical), CMR shall deliver to the City two reproducible sets of record drawings showing the "as built" condition of the Project. All Project records, including payment and accounting records, shall be made available for inspection or audit by City and/or its representatives.
- 23) Safety:** CMR shall recommend the content of, implement and continually monitor a safety program for the Project. CMR shall review the safety programs developed by each of the Subcontractors as required by their Contract Documents to promote compliance and coordination with the overall safety

program for the Project. CMR shall conduct regular safety meetings pursuant to a schedule approved by the Owner. CMR shall cooperate on tours of the Project site to enhance public relations and shall do so in a safe fashion and in compliance with all applicable laws.

- 24) **Survey:** The CMR shall notify the City immediately upon becoming aware of any inaccuracies in any surveys describing the physical characteristics, legal limitations and utility locations for the Project site.
- 25) **Interpretations:** CMR shall consult with the Owner's Representative and LA/A/E if any Subcontractor requests interpretations of the meaning and intent of the Construction Documents and shall assist in the resolution of questions that may arise. LA/A/E decisions as to the design effect intended by the Contract Documents will be final and not subject to any further proceedings, if made in good faith. The Contract Documents shall be interpreted so as to eliminate inconsistencies or conflicts, provided that in the event of a conflict, requirements for greater quantity and/or better quality shall govern.
- 26) **Insurance:** CMR shall maintain a Contractor Controlled Insurance Program for the Project and, to the extent applicable, receive certificates of insurance for other required insurance coverage from Subcontractors, review such insurance certificates for conformance with Contract Documents, advise the City of expiration dates and forward them to the Owner with a copy to LA/A/E. CMR shall monitor compliance of each Subcontractor with the Owner's requirements for insurance and bonding as set forth in the Contracts.
- 27) **Inspections:** CMR shall assist LA/A/E in conducting inspections and shall coordinate the correction and completion of all work, including non-conforming or defective work. CMR shall prepare for the Owner's Representative and LA/A/E a summary of the status of the work of each Subcontractor, listing changes in any previously issued certificates of substantial completion of the work and recommending the times within which Subcontractors shall complete uncompleted items on their certificates of substantial completion.
- 28) **Substantial Completion:** CMR shall develop in conjunction with the City, Owner's Representative and LA/A/E a schedule setting forth anticipated dates for inspections of the work or portions thereof (as the case may be) by the City, Owner's Representative and/or LA/A/E in order to determine substantial completion and final completion of the work or designated portions thereof. It is anticipated that LA/A/E shall make an initial visit and one re-inspection for each area of the Work designated on the schedule developed by LA/A/E, CMR and the City. CMR, LA/A/E and the Owner's Representative shall meet with local building inspectors to perform a walkthrough of the Project in an effort to familiarize the local building officials with the Project in general and areas of early completion and to anticipate any issues relating to obtaining occupancy permits.

CLOSEOUT PHASE: The CMR will coordinate project closeout, start-up, and transition to operation, per the contact for Construction. Activities include, but are not limited to:

- 1) **Equipment Tests and Systems Start-up:** CMR shall be responsible for coordinating various tests for quality control on the Project; verifying that equipment tests and systems start-up are conducted in the presence of appropriate personnel; and maintain adequate records thereof.
- 2) **Punch List:** When CMR considers a Subcontractor's work or a designated portion thereof to be substantially complete, CMR shall assist LA/A/E in compiling a coordinated punch list of incomplete or unsatisfactory items and a schedule for their completion.
- 3) **Final Inspections.** Following LA/A/E issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, CMR shall evaluate the completion of the work of the Subcontractors and make recommendations to the Owner's Representative and LA/A/E when work is ready for final inspection. CMR shall assist LA/A/E and the Owner's Representative in conducting

final inspections. CMR shall supervise and coordinate the issuance of all required certificates of occupancy.

- 4) **Turn Over:** With LA/A/E, Owner's Representative and the City's building operator, CMR shall coordinate, schedule and observe the checkout of utilities, operational systems and equipment for readiness and shall assist in their initial start-up, personnel training and testing. CMR shall secure from the entities required to provide such documents and transmit to the Owner required warranties, guarantees, affidavits, releases, bonds, waivers and other documentation required by the Contracts, in duplicate, bound and indexed by CMR. CMR shall collect and deliver to the Owner all keys, manuals, record drawings and operating and maintenance books. CMR will coordinate with the LA/A/E to provide a complete project record including project manual and CADD drawings to show all construction changes, additions, and deletions compared to the Construction Document (CADD disks will be provided to the CMR by the LA/A/E).
- 5) **Warranty:** If any defect appears in the work of any Subcontractor within the applicable warranty period for that Subcontractor, the CMR shall inspect the affected portions of the Project to determine the scope of the defect and to identify the responsible Subcontractor or Subcontractors. CMR shall take such action as may be required to enforce that Subcontractor's warranty obligations. CMR shall perform and/or coordinate all warranty work to ensure that all warranty obligations are fulfilled in a timely manner. CMR is responsible to the City for Warranties and Guaranties.
- 6) **10-Month Inspection:** CMR shall perform a Warranty Inspection ten (10) months following completion of the Project with the Owner's Representative, LA/A/E, and City. CMR will coordinate the Occupancy Evaluation and Warranty Inspection.
- 7) **Time is of the Essence:** Time is of the essence in the performance of the CMR's contract. CMR shall be responsible for delivering the Project within the Contract Time, and for ensuring its Subcontractors meet all milestone dates and the dates for substantial completion and final completion of the Project.

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APPENDIX D

MIAMI BEACH

Insurance Requirements TO BE RELEASED VIA ADDENDUM

2019-370-ND
CONSTRUCTION MANAGER AT RISK
(CMR) FOR THE CONSTRUCTION OF A
NEW FIRE STATION NUMBER 1 FACILITY

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX E

MIAMI BEACH

Prevailing Wage and Local Workforce Participation Program

2019-370-ND

CONSTRUCTION MANAGER AT RISK
(CMR) FOR THE CONSTRUCTION OF A
NEW FIRE STATION NUMBER 1 FACILITY

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

The Requirements of the

Prevailing Wage and Local Workforce Participation Programs

shall apply to the award of this project.

The purpose of this appendix is to summarize, for clarity, the requirements of the City's Prevailing Wage and Local Workforce Program Requirements. In the event of any omissions or conflicts, the requirements of the City Code, with respect to these programs, shall prevail.

I. MINIMUM WAGES AND BENEFITS

1. Employee Compensation. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by the contractor or subcontractor on the work covered by the contract, shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work as established by the Federal Register last published by the United States Department of Labor prior to the date of issuance of this solicitation. (reference: Sec 31-27).

2. Notice Requirement. On the date on which any laborer or mechanic commences work on a construction contract to which this article applies, the contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this article. (reference: Sec 31-29).

3. Certified Payrolls. With each payment application, Contractor shall submit a copy of all payrolls, including (at a minimum) the name and zip code for the covered employee, to the City accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper prevailing wage rate for the work performed. Beginning, January 30, 2018, all payroll submittals shall be completed electronically via the City's electronic compliance portal, LCP Tracker. No payment application shall be deemed accepted until such time as the Procurement Department has confirmed that a certified payroll for the applicable payment application has been accurately submitted in LCP Tracker.

a. LCP Tracker Training. The Procurement Department offers ongoing training in LCP Tracker to all contractors. To schedule a training session, contact Alian Gonzalez at AlianGonzalez@MiamiBeachFL.gov or at 305-673-7490.

II. LOCAL WORKFORCE PARTICIPATION GOALS

1. Responsible Contractor Affidavit. As a condition of being responsive to the requirements of the solicitation and eligible to be considered for award, the bidder shall submit a Responsible Contractor Affidavit. The Responsible Contractor Affidavit (RCA) is comprised of two (2) forms – RCA-Part A and RCA-Part B. Both forms are required to be submitted with the bid or within 48 business hours of being notified by the Procurement Contracting Officer for the solicitation. Failure to submit the RCA shall result in the bid or proposal being disqualified and deemed non-responsive.

a. Part A – Commitment to Promote Local Workforce Participation. The contractor, and each subcontractor, shall submit RCA-Part A affirming that it will make its best reasonable efforts to promote employment opportunities for Miami-Dade County residents by seeking to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County residents. The contractor shall also affirm that it will make its best reasonable efforts to promote employment opportunities for Miami Beach residents. To download RCA-Part A affidavit, visit [miamibeachfl.gov/procurement/local workforce](http://miamibeachfl.gov/procurement/local%20workforce).

b. Part B – Position / Employee Data. The contractor, and each sub-contractor shall submit RCA-Part B with the following sections completed:

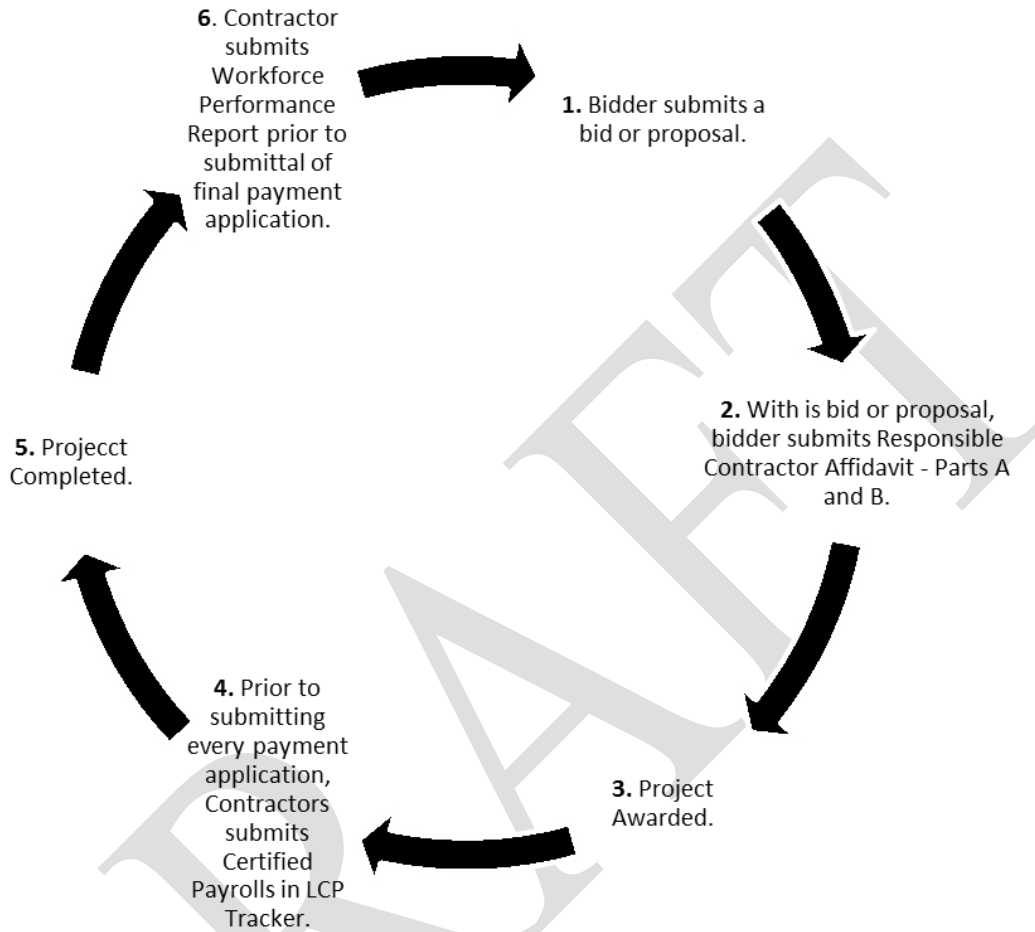
- Section 1 – Indicate the number of positions required to complete the contract work, and the minimum qualification(s) for each position.
- Section 2 – For the positions indicated in Section 1, specify the name, address, and position of each current employee of the contractor or subcontractor.
- Section 3 - For the positions indicated in Section 1, not indicated in Section 2, each contractor or subcontractor shall specify the number of positions, and the minimum qualification(s) for each position, that the contractor or subcontractor shall seek to hire to supplement the current employees listed in Section 2.

To download RCA-Part B form, visit [miamibeachfl.gov/procurement/local workforce](http://miamibeachfl.gov/procurement/local%20workforce).

3. Workforce Performance Report. Before its final application for payment, the contractor shall submit its final Certified Payroll in LCP Tracker, which shall be deemed its final Workforce Performance Report. If the project goal of thirty percent (30%) of all construction labor hours to be performed by Miami-Dade County residents is not met, the Contractor shall submit supporting documentation verifying reasonable efforts to promote employment opportunities for Miami Beach and Miami-Dade County residents. No final payment application may be approved without this information.

III. PROCESS FLOW

The following graphic outlining the major steps of the Prevailing Wage and Local Workforce Participation programs is provided illustrative purposes only.



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APPENDIX F

MIAMI BEACH

Resiliency Standards

2019-370-ND
CONSTRUCTION MANAGER AT RISK (CMR)
FOR THE CONSTRUCTION OF A NEW FIRE
STATION NUMBER 1 FACILITY

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

The City of Miami Beach requires all new construction over 7,000 square feet or ground floor additions to existing structures that encompass over 10,000 square feet of additional floor area to be LEED Gold Certified or Living Building Challenge certification.

The City's goal is to design, build, and operate a new generation of efficient, environmentally responsible, healthy and resilient buildings, as well as to reduce the City's greenhouse gas emissions. The practice of green building can have a significant impact on reducing energy, water, natural resource consumption, GHG emissions and improve our citizens' and visitors' well-being through improved indoor air quality and comfort.

A resilient building should incorporate the following elements:

- Increase energy efficiency in buildings and reduce greenhouse gas production and emissions;
- Encourage water and resource conservation;
- Reduce waste generated by construction projects;
- Reduce long-term building operating and maintenance costs;
- Improve indoor air quality and occupant health;
- Maximize the use of green and blue infrastructure to treat, retain, and manage stormwater;
- Utilize native vegetation and trees to maximize natural infrastructure throughout the site;
- Consider the stresses of climate change, including but not limited to extreme heat and frequency and severity of storms when designing for function and form;
- Utilize the South Florida Climate Change Compacts Unified Sea Level Rise Projection when considering elevations of the site;
- Utilize public art and placemaking opportunities to enhance the resiliency of the site;
- Placemaking should incorporate business and marketing opportunities; community aesthetics, cultural identity, and cohesion; and serve to brand the City of Miami Beach as a resilient City;
- Encourage sound urban planning principles; and
- Per the newly adopted North Beach Town Center-Central Core regulations, all projects must be designed with a five-foot freeboard to help mitigate against future sea level rise and storm surges.

Resiliency design principles should be incorporated into the design and construction of the Project. These include:

- Robust design is well-conceived, constructed and managed and includes making provision to ensure failure is predictable, safe, and not disproportionate to the cause. For example, protective infrastructure that is robust will not fail catastrophically when design thresholds are exceeded.
- Redundancy: refers to spare capacity purposively created to accommodate disruption due to extreme pressures, surges in demand or an external event. It includes diversity where there are multiple ways to achieve a given need.
- Flexibility: refers to the willingness and ability to adopt alternative strategies in response to changing circumstances or sudden crises. Systems can be made more flexible through introducing new technologies or knowledge, including recognizing traditional practices.
- Integrated: processes bring together systems and institutions and can also catalyze additional benefits as resources are shared and actors are enabled to work together to achieve greater ends.

The successful proposer will be familiar with the work of the Southeast Florida Regional Climate Compact <http://www.southeastfloridaclimatecompact.org/> and the 100 Resilient Cities (100 RC) Greater Miami and the Beach

partnership to develop a Resilience Strategy for the greater Miami community <http://resilient305.com/>. 100RC defines urban resilience as “the capacity of individuals, communities, institutions, businesses, and systems within a city to survive, adapt, and grow no matter what kinds of chronic stresses and acute shocks they experience.”

Building urban resilience requires looking at a city holistically: understanding the systems that make up the city and the interdependencies and risks they may face. By strengthening the underlying fabric of a city and better understanding the potential shocks and stresses it may face, a city can improve its development trajectory and the well-being of its citizens.

Chronic stresses are slow moving disasters that weaken the fabric of a city. They include, like overtaxed or inefficient public transportation system. On the other hand, acute shocks are sudden, sharp events that threaten a city, like floods or terrorist attacks for example.

Resilient design is therefore the intentional design of buildings, landscapes, communities, and regions in order to respond to natural and manmade disasters and disturbances—as well as long-term changes resulting from climate change—including sea level rise, increased frequency of heat waves, and drought.

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