

**RESOLUTION NO.        2018-30612**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PHASE 1A WITH JOHNSON CONTROLS, INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2017-119-KB, RELATING TO DEVELOPING A CITYWIDE LIGHTING MASTER PLAN, FOR A NOT TO EXCEED AMOUNT OF \$1,863,895.**

**WHEREAS**, on June 7, 2017, the City Commission approved the issuance of Request for Qualifications No. 2017-119-KB for Smart City Street Lighting System Design, Build, Operate, and Maintain (the RFQ); and

**WHEREAS**, at its October 31, 2017 meeting, the City Commission approved Resolution 2017-30077, accepting the recommendation of the City Manager, pursuant to the RFQ and authorized the Administration to enter into negotiations with Johnson Controls, Inc., as the top ranked proposer; and

**WHEREAS**, Johnson Controls, Inc. had proposed a \$3,600,000 contract to design, build operate, and maintain a smart lighting system for the City of Miami Beach; and currently, the City does not have a dedicated funding source for the project; and

**WHEREAS**, since the RFQ award was approved prior to the appointment of certain City Commissioners, the City Commission recommended that the contract be referred back to the Finance and Citywide Projects Committee (FCWPC) in order to provide more information on the "Smart City" concept; and

**WHEREAS**, at the direction of the FCWPC, the Smart City project was placed on the April 5, 2018 G.O. Bond Workshop committee agenda, in order to be further evaluated for budget and funding purposes; and

**WHEREAS**, during the April 20, 2018 FCWPC meeting, the Committee made a motion to proceed with reviewing the scope of services of the proposed agreement with Johnson Controls, and perhaps splitting the scope of services into two parts; and

**WHEREAS**, during the June 29, 2018 FCWPC meeting, the Committee discussed the Johnson Controls, Inc. agreement in further detail, and recommended bi-furcating the scope of services into two (2) phases: a Master Plan Concept Design Phase, which Phase has funding available in the City's budget (\$1,800,000); and a Design Development Phase, which is currently not funded, but is proposed in the G.O. Bond, and which second phase could be negotiated at a later date; and

**WHEREAS**, at its July 25, 2018 meeting, the City Commission approved a 7th Budget Amendment request to fund Phase I of the "Scope of Services" for the Citywide Lighting Master Plan, and the request to appropriate \$1,800,000, primarily through the transfer of funds from existing projects; and for Phase II of the project (construction and maintenance) to be potentially funded, contingent upon the voter approval of the G.O. Bond question on the November 6, 2018 ballot; and

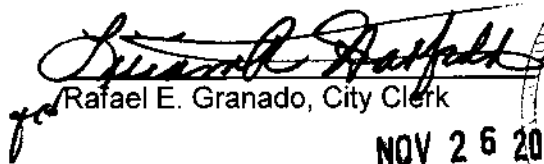
**WHEREAS,** The Phase 1A Scope of Services to the Johnson Control, Inc. agreement, which would allow for the development of a Smart City Lighting Master Plan, is recommended for approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby, approve and authorizing the Mayor and City Clerk to execute a Phase 1A with Johnson Controls, Inc., pursuant to Request For Qualifications (RFQ) No. 2017-119-KB, relating to developing a Citywide Lighting Master Plan, for a not to exceed amount of \$1,863,895.

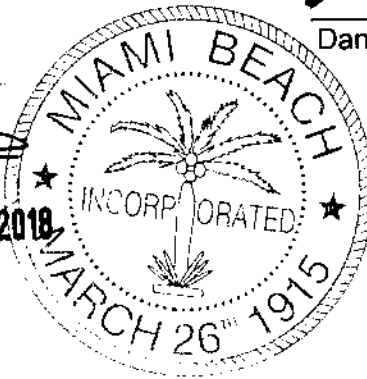
**PASSED and ADOPTED** this 14<sup>th</sup> day of November 2018.

**ATTEST:**

  
Dan Gelber, Mayor

  
Rafael E. Granado, City Clerk

NOV 26 2018



APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney

  
Date



# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Jimmy L. Morales, City Manager  
DATE: November 14, 2018

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PHASE 1A WITH JOHNSON CONTROLS, INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2017-119-KB, RELATING TO DEVELOPING A CITYWIDE LIGHTING MASTER PLAN, FOR A NOT TO EXCEED AMOUNT OF \$1,863,895.

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### **RECOMMENDATION**

The Administration recommends approving the Resolution

### **ANALYSIS**

On June 7, 2017, the City Commission approved the issuance of Request for Qualifications (the RFQ) No. 2017-119-KB for Smart City Street Lighting System-Design, Build, Operate, and Maintain. The RFQ was released on June 14, 2017, with an opening date of August 14, 2017. A preproposal conference to provide information to the proposers submitting a response was held on June 23, 2018.

The City received proposals in response to the RFQ from the following nine (9) firms: Airis USA, LLC; Ameresco, Inc.; Citelum US, Inc.; Horsepower Electric, Inc.; Johnson Controls, Inc.; MasTec North America, Inc.; Miami Beach Smart Lighting Partners; Noresco, LLC; and Siemens Industry, Inc.

On July 26, 2017, via LTC # 382-2017, the City Manager appointed the Evaluation Committee (the "Evaluation Committee"), which convened on August 23, 2017 to consider the proposals submitted. The Evaluation Committee's rankings were as follows: (1) Johnson Controls, (2) Miami Beach Smart Lighting Partners; (3) Horsepower Electric, Inc.; (4) Noresco, LLC; (5) Citelum US, Inc.; (6) Ameresco, Inc.; (7) MasTec North America, Inc.; (8) Siemens Industry, Inc.; and (9) Airis USA, LLC.

At its October 31, 2017 meeting, the City Commission approved Resolution No. 2017-30077, accepting the recommendation of the City Manager, pursuant to RFQ 2017-119-KB, for Smart City Street Lighting System-design, build, operate, and maintain; authorizing the Administration to enter into negotiations and execute the contract with Johnson Controls, Inc., as the top ranked proposer.

Since this item was approved prior the appointment of current City Commission elective officials, a referral to the Finance and Citywide Projects Committee (FCWPC) was placed by the April 5, 2018 G.O. Bond Workshop Committee, to further evaluate budget funding and the actual project

At its April 20, 2018 meeting, the FCWPC discussed whether the agreement with Johnson Controls

included authorizing any entity or agency to collect data the Administration was not aware of, and the response was negative. The Committee then made a motion to proceed with the contract negotiation and bring it back to Commission to approve the agreement for Phase 1 estimated at \$3.6 million.

At its June 29, 2018 meeting, the FCWPC brought this item forth for additional discussion and the option to break down the agreement into two (2) phases: a Master Plan Concept Design Phase and a Design Development Phase. A motion was made by the Committee to move forward with the bifurcated approach as outlines by the City Attorney: developing a master plan first, which already has the funding and will add value and then have a checkpoint after that phase of work to then proceed with design.

At its July 25, 2018 meeting, the City Commission approved a 7th Budget Amendment request to fund Phase I of the project for the Citywide Lighting Master Plan and the request to appropriate \$1.8 million, primarily through the transfer of funds from existing projects. The phase II of the project (construction and maintenance) can potentially be funded contingent upon the approval of G.O. Bond in November.

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### **CONCLUSION**

The Administration recommends approving and authorizing the Mayor and City Clerk to execute, in the form attached to this Resolution, an agreement between the City and Johnson Controls, Inc., for Smart City Street Lighting System – design, build, operate, and maintain, pursuant to RFQ No. 2017-119-KB.

### **Legislative Tracking**

Public Works

### **ATTACHMENTS:**

#### **Description**

- ▯ PROFESSIONAL SERVICE AGREEMENT
- ▯ Resolution No. 2017-30077
- ▯ Resolution

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH  
AND  
JOHNSON CONTROLS, INC.  
PHAE 1A SERVICES FOR  
SMART CITY STREET LIGHTING SYSTEM, PURSUANT TO  
REQUEST FOR QUALIFICATIONS NO. 2017-119KB**

This Professional Services Agreement (Agreement) is entered into this \_\_\_\_\_ day of November, 2018, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the City), and **JOHNSON CONTROLS, INC.**, a Wisconsin corporation, with an office at 15901 SW 29th Street #801 Miramar, Florida 33027 (Consultant).

**SECTION 1  
DEFINITIONS**

- Agreement:** This Agreement between the City and Consultant, including any exhibits and amendments thereto.
- City Manager:** The chief administrative officer of the City.
- City Manager's Designee:** The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Public Works Department Director.
- Consultant:** For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.
- Services:** All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.
- Fee:** Amount paid to the Consultant as compensation for Services.
- Proposal Documents:** Proposal Documents shall mean City of Miami Beach Request for Qualifications No. 2017-119KB for Smart City Street Lighting System, together with all amendments thereto, issued by the City in contemplation of this Agreement (the RFP), and the Consultant's proposal in response thereto (Proposal), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the RFP; and the Proposal.
- Risk Manager:** The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

## **SECTION 2**

### **SCOPE OF SERVICES**

**2.1** In consideration of the Fee to be paid to Consultant by the City, Consultant shall provide the work and services described under the heading Phase 1A in Exhibit "A" hereto (the Services).

Although Consultant may be provided with a schedule of the available hours to provide its services, the City shall not control nor have the right to control the hours of the services performed by the Consultant; where the services are performed (although the City will provide Consultant with the appropriate location to perform the services); when the services are performed, including how many days a week the services are performed; how the services are performed, or any other aspect of the actual manner and means of accomplishing the services provided. Notwithstanding the foregoing, all services provided by the Consultant shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the services to be performed, Consultant should contact the following person:

Roy Coley, Public Works Director  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

**2.2** Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule related to Phase 1A in Exhibit "A" hereto.

**2.3** The following are exclusions, assumptions, exceptions and/or City responsibilities:

- Pricing estimate for inventory assumes 9,000 lights. Price will be adjusted if actual inventory exceeds this amount.
- Current pricing excludes design of emergency and egress lighting systems.
- Pricing assumes that other than meter upgrades, no design modifications will be required except replacement as necessary for the lighting circuits.
- The City will provide the Consultant's team with maps of the City owned, operated, and maintained properties in scaled parcel maps or as-built drawings, either in PDF or CAD form. This scope does not include work on lands owned, operated, and maintained by private owners, nor does this scope include properties or public rights-of-way owned, operated, and/or maintained by other local, county, and state jurisdictions outside of the City of Miami Beach. It is also assumed this scope does not include the City leased-spaces, building, or lands where the City is not the owner, operator, or maintainer.
- Assumes lighting for analysis is all City-owned light fixtures, and excludes utility-owned lights and any other lights owned by other entities like state/county lights. Consultant assumes that all lighting falling under the jurisdiction of the City is included in this effort. This includes not only corridors, but all City-owned properties.

**2.4** Execution of this Agreement only serves as notice to proceed with the scope of work associated with Phase 1A, as referenced in Exhibit "A" attached hereto. The Phase 1B and Phase 2 forms of contract will be negotiated between the parties utilizing Exhibit "A" attached

hereto. Notwithstanding the foregoing or any other term of this Agreement, the City shall be under no obligation to proceed with any work or services beyond those services contemplated in Phase 1A of Exhibit "A", to this Agreement. Approval of any other work or services in Exhibit "A," including without limitation Phase 1B and Phase 2, shall be subject to the prior approval of the City Commission, which approval, if given at all, shall be at the City Commission's sole discretion.

### **SECTION 3**

#### **TERM**

The term of this Agreement (Term) shall commence upon execution of this Agreement by all parties hereto, and shall have an initial term of twelve (12) months.

Notwithstanding the Term provided herein, Consultant shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced for Phase 1A in Exhibit "A" hereto.

### **SECTION 4**

#### **FEE**

**4.1** In consideration of the Services to be provided, Consultant shall be compensated according to the price and payment terms referenced for Phase 1A in Exhibit "A" attached hereto.

#### **4.2 INVOICING**

Upon receipt of an invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

City of Miami Beach  
Public Works Department  
1700 Convention Center Drive  
Miami Beach, FL 33139  
Attn: Roy Coley, Public Works Director

## **SECTION 5** **TERMINATION**

### **5.1 TERMINATION FOR CAUSE**

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant thirty (30) days to cure such default. If such default remains uncured after thirty (30) days, the City may terminate this Agreement without further notice to Consultant. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement, provided that Consultant shall be paid only for those Services satisfactorily performed and accepted by the City prior to the effective date of such termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Consultant. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

### **5.2 TERMINATION FOR CONVENIENCE OF THE CITY**

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO CONTRACTOR, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN (IN WHICH CASE TIME FOR PERFORMANCE SHALL BE EXTENDED TO ACCOUNT FOR THE DELAY CAUSED BY SUCH SUSPENSION), OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

### **5.3 TERMINATION FOR INSOLVENCY**

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.



**SECTION 6**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**6.1 INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, arising from the negligent acts, errors, omissions or other wrongful conduct arising from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such third party claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and reasonable attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the Consultant's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. Notwithstanding anything to the contrary contained herein, neither Consultant nor the City of Miami Beach will be responsible to the other for any special, indirect, or consequential damages, including but not limited to loss of use or lost profits.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

**6.2 INSURANCE REQUIREMENTS**

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of \$1,000,000;
2. Consultant Professional Liability, in the amount of \$200,000; and
3. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Consultant specimen copies of the

insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Consultant is also solely responsible for obtaining and submitting all insurance certificates for any sub-consultants.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Consultant shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

#### **SECTION 7**

#### **LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER**

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Consultant and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

#### **SECTION 8**

#### **LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

**SECTION 9**  
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT;**  
**AND CONFIDENTIAL FINDINGS**

**9.1 DUTY OF CARE**

With respect to the performance of the work and/or service contemplated herein, Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

**9.2 COMPLIANCE WITH APPLICABLE LAWS**

In its performance of the work and/or services, Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

**9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS**

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Consultant, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Consultant or its employees or sub-consultants, without the prior written consent of the City Manager.

**SECTION 10**  
**GENERAL PROVISIONS**

**10.1 AUDIT AND INSPECTIONS**

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

**10.2 INTENTIONALLY DELETED**

### **10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING**

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Notwithstanding the foregoing, the parties agree that Jacobs Engineering, Infinite Source Communications, Hotwire Communications, Virginia Tech Transportation Institute, Levatas and Evari Consulting are approved subcontractors. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

### **10.4 PUBLIC ENTITY CRIMES**

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

### **10.5 NO DISCRIMINATION**

In connection with the performance of the Services, the Consultant shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Consultant shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

### **10.6 CONFLICT OF INTEREST**

Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Consultant further covenants that in the performance of this Agreement, Consultant shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

### **10.7 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

- (A) Consultant shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:
- (1) Keep and maintain public records required by the City to perform the service;
  - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the City;
  - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (D) REQUEST FOR RECORDS; NONCOMPLIANCE.
- (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
  - (2) Consultant's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
  - (3) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.
- (E) CIVIL ACTION.
- (1) If a civil action is filed against a Consultant to compel production of public records relating to the City's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
    - a. The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
    - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the

Consultant has not complied with the request, to the City and to the Consultant.

- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Consultant at the Consultant's address listed on its contract with the City or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH  
ATTENTION: RAFAEL E. GRANADO, CITY CLERK  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FLORIDA 33139  
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV  
PHONE: 305-673-7411**

**SECTION 11  
NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

|                       |   |
|-----------------------|---|
| <b>TO CONSULTANT:</b> | Mary-Suzanne Powell<br>Area General Manager<br>Johnson Controls, Inc.<br>15901 SW 29 <sup>th</sup> Street #801<br>Miramar, FL 33027<br>Marysuzanne.powell@jci.com |
| <b>TO CITY:</b>       | City of Miami Beach<br>1700 Convention Center Drive<br>Miami Beach, FL 33139<br>Attn: Jimmy Morales, City Manager   |

City of Miami Beach  
1700 Convention Center Drive  
Public Works Department  
Miami Beach, FL 33139  
Attn: Roy Coley, Director

**COPY TO:**

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139  
Attn: Raul Aguila, City Attorney

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

**SECTION 12**  
**MISCELLANEOUS PROVISIONS**

**12.1 CHANGES AND ADDITIONS**

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**12.2 SEVERABILITY**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**12.3 WAIVER OF BREACH**

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**12.4 JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the

resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

#### **12.5 ENTIRETY OF AGREEMENT**

The City and Consultant agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY: **CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
City Clerk City Manager

Date: \_\_\_\_\_

FOR CONSULTANT: **JOHNSON CONTROLS, INC.**

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title Print Name and Title

Date: \_\_\_\_\_

# EXHIBIT A – SCOPE OF SERVICES

## Phase 1A

### **1. Engagement Plan:**

Consultant shall develop and implement an engagement plan for communicating with City of Miami Beach stakeholders the need for smart street lighting; the benefits to the City of Miami Beach related to improved public safety, equality of access, and revenue; and the preservation plan for unique neighborhood aesthetics.

The engagement plan will include the following:

***One (1) Ideation Session with City of Miami Beach Staff, Public Safety Department, Environmental and Sustainability Department, IT Department, and Finance Department to discuss the plan and optimal areas of focus, key stakeholders, and technology requirements to be held at 1755 Meridian Ave.*** Consultant's responsibilities for the Ideation Session include: ***coordination of meeting, scheduling venue, calendar invites, draft invitation letter, securing RSVP of additional agency stakeholders, meeting material preparation, set up, breakdown and preparing meeting summary.*** The day long ideation session will gather key city stakeholders in a facilitated workshop setting to develop consensus around short-term and long-term priorities for implementation of smart city infrastructure, applications and services. Initial exercises will focus on defining measures of success and prioritizing needs based on importance to the City of Miami Beach. The workshop will then evaluate and prioritize future smart city capabilities based on their impact to city operations (efficiency, productivity, and cost) and impact on the community (services, safety, sustainability, and resilience). The workshop will close with a discussion of next steps and required actions.

***Organize maximum of ten (10) meetings with city representatives or stakeholders, HOAs, and committees. Any additional Ideation sessions requested by the City of Miami Beach will be billed on a Time and Material basis. This task will involve Consultant securing a place*** on the Commission/Counsel meeting or Planning/Zoning Board as an informational item. In order for Consultant to schedule meetings, the City of Miami Beach will provide required information and assistance to be included on the agenda for the respective meetings. Consultant's responsibilities for this task includes:

***Project research and development of stakeholder list.***

***Identify and research technical groups and general public.***

***Develop participation list and outreach timeline.***

***Research and provide list of key stakeholders, agency representatives, community groups, general public.***

***Coordination of meeting, scheduling venue, calendar invites, draft invitation letter, securing RSVP of additional agency stakeholders,***

*meeting material preparation, set up, breakdown and preparing meeting summary.*

***Conduct six (6) Smart Street Lighting Plan informational presentation sessions including experts from the Illumination Engineering Society, Johnson Controls Lighting Engineers, Virginia Tech Transportation Institute experts, Connectivity Engineers from Hotwire Communications, Jacobs, Levatas; facilitated by Infinite Source Communications. Informational presentation sessions will be held at City of Miami Beach determined locations on mutually agreed dates and times.*** To be held at Miami Beach determined locations on mutually agreed dates and times - two in North Beach, two in Middle Beach and two in South Beach. Consultant's responsibilities for the presentation sessions include: identifying/securing meeting site, advertisements/announcements, sign-in sheets, name tags, audio recording.

Technical Review Committee - Coordination, set up and follow-up. Conduct three (3) Technical Review Sessions with appointed elected official representatives, technical experts, key stakeholders, and agency representatives to discuss: Purpose and need (meeting 1); Alternatives (meeting 2); and Final plan (meeting 3). Final Plan Meeting is held to receive feedback in conjunction with the public.

***Develop messaging to City of Miami Beach Residents on the need for smart street lighting and technology infrastructure within the City of Miami Beach via internet broadcasts, social media messaging, email, and mailed flyers; including messaging on dates and locations for informational presentation sessions.***

***Develop and identify property commercial and residential owner list, confirm contact information and property pull from Miami Dade Property search and delivered electronically to the City.***

Key Deliverables during this task:

***Ideation Session with Recommendations to Implement in Phase 2***

- *Discussion items considered that will be promoted further, listed in priority order;*
- *Discussion items considered and rejected with no further consideration;*
- *Qualitative matrixed evaluation scoring of each of the criteria outlined in the Ideation Scope;*

***Informational & Key Stakeholder Presentation Sessions***

- *Copies of formal presentations for record purposes;*
- *Discussion items considered that will be promoted further, listed in priority order;*
- *Discussion items considered and rejected with no further consideration;*
- ***Smart Street Lighting Plan informational presentation sessions***

### ***Technical Review Sessions***

- *Discussion items considered that will be promoted further, listed in priority order;*
- *Discussion items considered and rejected with no further consideration;*

### ***Collateral and Messaging for Residents***

- *Copies of collateral that will be distributed to the Residents;*
- *Plan of the means and methods for messaging to the Residents;*

## ***2. Urban Lighting Inventory***

***This Agreement covers work within the current boundaries of City of Miami Beach-owned properties and corridors in which the City of Miami Beach controls, oversees, and maintains all lighting equipment of conduit, fixtures, poles, and other power supply equipment. The City of Miami Beach shall confirm city boundaries with Consultant prior to work commencement.***

***Lighting Plan scope includes the following tasks:***

### ***Perform Urban Lighting Inventory***

***Phase 1a Project Execution plan / Timeline Perform Urban Lighting Inventory***

***Consultant shall complete an inventory of existing City of Miami Beach- and Florida Power & Light-owned lighting pole/fixture locations and light fixture type for the 169 miles of City of Miami Beach roadways, along with municipal-owned landmarks, buildings, structures, and public corridors within the public parks, City of Miami Beach boardwalk, public schools and youth centers located within the City of Miami Beach using the existing city database.***

***The following data will be collected (as applicable or available):***

***GPS location of each asset  
Asset ID number (if present)  
Asset owner (city or utility)  
Pole type, height, and material  
Arm type and material  
Fixture type  
Lamp type and wattage  
Type of service (e.g. overhead, underground)***

*Condition of pole/arm/fixture/lamp*  
*Photos of each asset including any existing damage*  
*Cross referencing existing database information for accuracy*

Key Deliverables for Lighting Inventory:

*Perform a 100% street lighting system inventory up to a maximum of 9,000 poles, providing a Microsoft Excel workbook or CSV file containing the available data points for each asset as described herein to the extent the data exists or can reasonably be ascertained*

### **3. Develop Citywide Lighting Standards**

*Once the inventory is completed, the Consultant* will use the inventory of the existing urban lighting system and the available data from City of Miami Beach's lighting photometric analysis to frame the development of a citywide lighting standard.

*This scope assumes the following land use types will fall within the boundaries of this scope. The City of Miami Beach will confirm the inclusion of these land use types, or others such as the City of Miami Beach owned, operated, and maintained property within mixed-use land uses, prior to finalizing work plan and approaches by the Consultant.*

*City of Miami Beach owned, operated, and maintained public right-of-way corridors which contain the City of Miami Beach owned, operated, and maintained lighting infrastructure.*

*City of Miami Beach owned, operated, and maintained site lighting around buildings and facilities within Civic and Government Use and the Convention Center District.*

*City of Miami Beach owned, operated, and maintained parking facilities and open space within public right-of-way corridors, Civic and Government Use and Convention Center District land uses, covering exterior lighting infrastructure.*

*The Consultant's approach to developing citywide lighting standards will utilize as a governing standard the practices recommended by the Illuminating Engineering Society of North America (IESNA) to address sustainable lighting strategies that provide greater connectivity among the City of Miami Beach's specific neighborhoods, historic districts, and targeted economic centers and will consider feedback received from the public outreach in the Engagement Plan.*

***This scope covers the development of lighting standards for the following zoning districts:***

***Corridors – Arterial, Collector, Local (3 types)***

***Parking***

***Hospital District***

***Civic and Government Use/Parks***

***Convention Center District***

***Multifamily, Planned Residential Development Districts***

***Waterway Districts***

***The Consultant will also confirm areas of the City or zones deemed as economic activation zones with the City of Miami Beach, or other areas where special consideration must be given for lighting standards that are not covered above or having overlapping zones such as historic districts, environment preservation areas, or transit corridors. This scope assumes up to four (4) of these specialty lighting standards will be developed.***

***The lighting standards will include the following information:***

- Background and Purpose
  - Vision
  - Mission
  - Guiding Principles or Goals
- Luminaire Specification
  - Light sources
  - Color temperature and color rendering index
  - Luminaire specific attributes
- Lighting Design Criteria
  - Introduction
  - Zoning district classifications
  - Lighting Design and calculation approach and requirements
  - Specialty lighting standards

***Preliminary Standards will include complete information as listed above. Final standards will incorporate comments from Miami Beach on the Preliminary Standards submittal.***

Key Deliverables for Citywide Lighting Standards:

### ***Informational Meetings***

Preliminary (50%) Citywide Lighting Standards

Final (100%) Citywide Lighting Standards

Lighting map to illustrate lighting zones and needs suitable for presentation to City stakeholders. Map to be provided in an electronic format.

Lighting design criteria and luminaire specifications

## **4. Develop Urban Lighting Approach**

***Perform a Citywide lighting analysis to identify existing lighting levels and deficiencies. Using this analysis, along with the development of citywide lighting standards, the Consultant will apply these standards and research to develop a citywide plan to upgrade the existing urban lighting system.***

*Key Deliverables during this task:*

***Submit preliminary Urban Lighting Analysis Report. Report will include:***

- ***Street lighting inventory***
- ***Analysis of existing lighting levels***
- ***Identification of areas with deficient lighting compared to existing national standards***

***Submit final Urban Lighting Analysis Report. Report will include:***

- ***Street lighting inventory***
- ***Analysis of existing lighting levels***
- ***Identification of areas with deficient lighting compared to new Citywide Lighting Standards***
- ***Recommendations for lighting level changes to comply with new Citywide Lighting Standards***

## **5. Revenue Generation**

Consultant will identify the preliminary costs for implementation and an indicative range of potential revenue generation for smart city technologies and services. Potential revenue generating options include:

1. Leasing space on vertical assets – The market value for the City of Miami Beach’s vertical assets (light

poles) cannot be fully established until the Smart Street Lighting design, specification and Request for Proposal documents are completed and market competitive proposals are received and evaluated compared to the RFP. Per State Statute, the models will nominally reflect \$150 annually per pole to deploy small cell technology until such time that the City of Miami Beach advises otherwise.

2. Public WiFi – Utilizing the Smart Lighting grid wireless access could be made available. There are several companies in the market that will operate this service for the right to sell advertising.
3. High speed data networks / streaming services – By including a fiber optic network in the Smart City plan the city will have the potential to lease space for network. There are several scenarios that would generate ongoing revenue for the City of Miami Beach.
4. Data APIs and Actionable Insights - The Design and Data teams anticipate, depending upon the design and applications selected by the City of Miami Beach, an opportunity to market several distinct data sets to local small businesses as well as corporations which consume such data and insights. These opportunities will be presented to the City of Miami Beach for consideration however there will be no plans or modeling for data collection without written direction from the City.

Preliminary Financial Plan and Models will include the following tasks:

Connectivity Monetization Strategy. The Consultant will perform a high-level assessment of wireless connectivity in the City of Miami Beach, which will inform the basis for monetization from wireless carriers from installation of network nodes associated with densification and future 5G buildouts. The Consultant will:

- Create a preliminary financial model based on monetization of network from wireless carriers. This financial model will be based on a work product including a high level heat map analysis of wireless network deficiencies in City of Miami Beach, conversations with wireless carriers regarding wireless augmentation plans in City of Miami Beach, and internal network analysis based on current small cell deployments.

Preliminary data monetization recommendations

- Identify candidate technologies, market data need, and best practices for aggregation, storage, and syndication
- Identify target customers
- Connect data availability to potential use cases and business logic
- Establish short-term and long-term priorities for data usage
- Identify vendor list for audit based off use cases
- Evaluation all existing data sources, and data sources identified in the ideation session, for opportunity value, data quality/availability, and ease of integration

Preliminary Financial Plan and Models will include the following tasks:

Data monetization recommendations

- Initiate negotiations with target customers
- Map out governance roadmap for data quality, master data management, and key governance use cases

Updated Connectivity Monetization Strategy.

- Preliminary financial model based on monetization of network from wireless carriers. Financial Model will include details regarding the estimated number of poles that are likely to be leased to wireless carriers and an absorption model based on their network augmentation over the next five (5) years.

During Phase 1a, Consultant will combine the cost and revenue forecasts into a preliminary financial model to provide the City of Miami Beach with options for investment and revenue generation consistent with the City of



Miami Beach budget and risk objectives. Consultant will work with the City of Miami Beach to secure non-binding agreements for the revenue generating features that are included in the final design.

**Key Deliverables for during these tasks:**

- Submit Preliminary (Order of Magnitude) Revenue Generation Plan and Models
  - Smart city applications/services with associated network requirements, estimated costs, and revenues
  - List of potential technologies and market value
  - List of potential data customers
  - Preliminary revenue forecast models

**RESOLUTION NO.      2017-30077**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. RFQ 2017-119-KB, SMART CITY STREET LIGHTING SYSTEM – DESIGN, BUILD, OPERATE, AND MAINTAIN; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH JOHNSON CONTROLS, INC., AS THE TOP RANKED PROPOSER; AND, SHOULD THE NEGOTIATIONS WITH JOHNSON CONTROLS, INC., FAIL, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH CITELUM US, INC., AS THE SECOND HIGHEST RANKED PROPOSER; AND, SHOULD NEGOTIATIONS WITH CITELUM US, INC., FAIL, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH MIAMI BEACH STREET LIGHTING PARTNERS, AS THE THIRD HIGHEST RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

**WHEREAS**, on June 7, 2017, the City Commission approved the issuance of Request for Qualifications (RFQ) No. 2017-119-KB for Smart City Street Lighting System – Design, Build, Operate, and Maintain; and

**WHEREAS**, the RFQ was released on June 14, 2017, with an opening date of August 14, 2017; and

**WHEREAS**, pre-proposal conference to provide information to the proposers submitting a response was held on June 23, 2017; and

**WHEREAS**, the City received proposals in response to the RFQ from the following nine (9) firms: Airis USA, LLC; Ameresco, Inc.; Citelum US, Inc.; Horsepower Electric, Inc.; Johnson Controls, Inc.; MasTec North America, Inc.; Miami Beach Smart Lighting Partners; Noresco, LLC; and Siemens Industry, Inc.; and

**WHEREAS**, on July 26, 2017, via LTC # 382-2017, the City Manager appointed the Evaluation Committee (the "Evaluation Committee"), which convened on August 23, 2017 to consider the proposals submitted; and

**WHEREAS**, the Evaluation Committee's rankings were as follows: (1) Johnson Controls, Inc.; (2) Miami Beach Smart Lighting Partners; (3) Horsepower Electric, Inc.; (4) Noresco, LLC; (5) Citelum US, Inc.; (6) Ameresco, Inc.; (7) MasTec North America, Inc.; (8) Siemens Industry, Inc.; and (9) Airis USA, LLC; and

**WHEREAS**, on October 23, 2017, the City Manager, as part of his due diligence in making a recommendation for award to City Commission, requested that firms wishing to be considered for award pursuant to the RFQ make oral presentations; and

**WHEREAS**, through the oral presentations conducted by the City Manager, the City Manager personally heard from each of the proposers, asked questions of each of the proposers, and was able to form his own impressions based on his review of the proposals and the presentations made to the City Manager; and

**WHEREAS**, based on the City Manager's due diligence, the City Manager has made a recommendation that differs slightly from the rankings of the Evaluation Committee, but that the City Manager believes is consistent with what a project of this sort will require, and which reflects the City Manager's impression of the demonstrated experience and qualifications of each proposer to move the City forward with improved lighting, proven Smart City technologies, and resident engagement; and

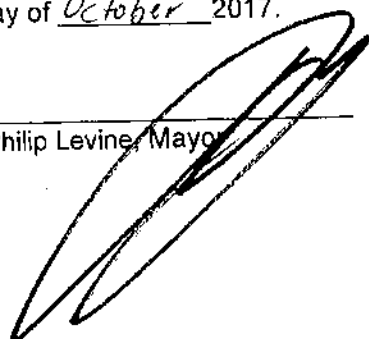
**WHEREAS**, after review of the proposals and considering the presentations provided by each firm, the City Manager concurs with the Evaluation Committee to the extent that it recommended Johnson Controls as the best qualified firm for the project; and

**WHEREAS**, with respect to second and third ranked proposers, although the Evaluation Committee has ranked Miami Beach Street Lighting Partners and Citelum US, Inc. as the second and fifth ranked proposers, respectively; it is the City Manager's opinion that the Citelum proposal has provided a combination of qualifications and technological approach that, while not as favorable as Johnson Controls, the highest ranked proposer, would be better suited for the City's requirements than that offered by Miami Beach Street Lighting Partners, a consortium of five (5) firms, and particularly given the City Manager's concerns regarding Miami Beach Street Lighting Partners approach to the deployment of the project and the consortium's approach to its organizational line of authority among the five different firms; and


**WHEREAS**, for the reasons as specified in the Commission Memorandum accompanying this Resolution, the City Manager has recommended that the Mayor and City Commission authorize the Administration to enter into negotiations with Johnson Controls, Inc., as the top ranked proposer; and, should negotiations with Johnson Controls, Inc., fail, authorize the Administration to enter into negotiations with Citelum US, Inc., as the second highest ranked proposer; and, should negotiations with Citelum US, Inc., fail, authorize the Administration to enter into negotiations with Miami Beach Street Lighting Partners, as the third highest ranked proposer; further, authorize the Mayor and City Clerk to execute the agreement with the successful firm.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Qualifications (RFQ) No. 2017-119-KB for Smart City Street Lighting System – Design, Build, Operate, and Maintain; authorize the Administration to enter into negotiations with Johnson Controls, Inc., as the top ranked proposer; and, should negotiations with Johnson Controls, Inc., fail, authorize the Administration to enter into negotiations with Citelum US, Inc., as the second highest ranked proposer; and, should negotiations with Citelum US, Inc., fail, authorize the Administration to enter into negotiations with Miami Beach Street Lighting Partners, as the third highest ranked proposer; and further authorize the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

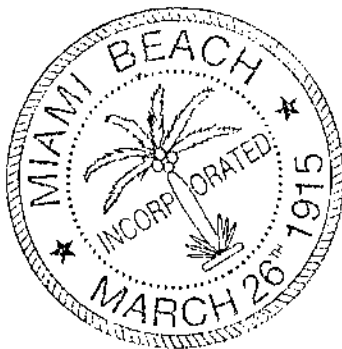
PASSED AND ADOPTED this 31 day of October 2017.

  
Philip Levine, Mayor

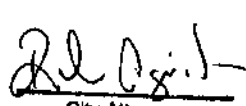
ATTEST:

  
Rafael E. Granado, City Clerk

T:\AGENDA\2017\10 - October\October 31\October 31\Procurement\RFQ 2017-119-KB SMART City Street Lighting\RFQ-2017-119-KB SMART City Lighting - Resolution v2.doc



APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney RR 10-26-17  
Date

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Jimmy L. Morales, City Manager  
DATE: October 31, 2017

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. RFQ 2017-119-KB, SMART CITY STREET LIGHTING SYSTEM — DESIGN, BUILD, OPERATE, AND MAINTAIN; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH JOHNSON CONTROLS, INC., AS THE TOP RANKED PROPOSER; AND, SHOULD THE NEGOTIATIONS WITH JOHNSON CONTROLS, INC., FAIL, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH CITELUM US, INC., AS THE SECOND HIGHEST RANKED PROPOSER; AND, SHOULD NEGOTIATIONS WITH CITELUM US, INC., FAIL, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH MIAMI BEACH STREET LIGHTING PARTNERS, AS THE THIRD HIGHEST RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

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### RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

In 2016, the City's Public Works Department completed the first step in the preparation of a Citywide Street Lighting Master Plan by conducting a city-wide photometric analysis, in an effort to assess the state of the City's current lighting system. Upon the completion of the photometric analysis, the department found that large areas of the City were either over lit or under lit and that only 18.2% of the City's roadways fall within the acceptable range for illuminance and uniformity when compared to standards. In addition the study recommended the City should work with the industry to develop a Lighting Master Plan that would define the City's lighting goals, improve uniformity, and upgrade existing lighting to LED and to improve operations and maintenance with the implementation of a Computerized Maintenance Management System (CMMS).

In an effort to address the findings, follow recommendations, and to continue the department's efforts for the preparation and implementation of a Citywide Street Lighting Master Plan the solicited for Design, Build, Operation and Maintenance (DBOM) Services from qualified teams with experience in the design, construction, implementation, integration, operation, maintenance, management, and oversight of a Smart City street lighting system ("the Project"), starting with the creation of an overall Smart City LED Street Lighting Conversion Master Plan to guide the vision and direction of the Project. The Smart City LED Street Lighting Conversion Master Plan should "future proof" the City

by planning for the integration of the smart services of tomorrow that the City can implement in a phased approach. The design should apply the concepts of Lighting Master Plan to all elements of the city smart lighting conversion and utilize the improved street lighting network as a platform to not only manage its streetlights, but as an open platform capable of integrating some of the existing smart city initiatives and other smart city services such as smart parking, traffic management, air quality and sound sensors, electrical vehicles charging stations, security cameras, etc., in an effort to upgrade the City's urban lighting systems, to promote energy conservation, public safety, and economic development; and to ensure the effective long-term operation, maintenance, and management of the systems. The City may require a finance component, which will enable the system's upgrade, operation, maintenance and management, while providing a pricing structure that meets the City's cost and budget objectives.

### **RFQ PROCESS**

On June 7, 2017, the City Commission approved the issuance of Request for Qualifications (RFQ) No. 2017-119-KB for Smart City Street Lighting System – Design, Build, Operate, and Maintain. On June 14, 2017, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on June 23, 2017. RFQ responses were due and received on August 14, 2017. The City received proposals in response to the RFQ from the following nine (9) firms:

- Airis USA, LLC
- Ameresco, Inc.
- Citelum US, Inc.
- Horsepower Electric, Inc.
- Johnson Controls, Inc.
- MasTec North America, Inc.
- Miami Beach Smart Lighting Partners
- Noresco, LLC
- Siemens Industry, Inc.

On July 26, 2017, the City Manager appointed the Evaluation Committee via LTC # 382-2017. The Evaluation Committee convened on August 23, 2017 to consider proposals received. The committee was comprised of Roy Coley, Assistant Director, Public Works Department, City of Miami Beach; David Martinez, Director, Office of Capital Improvement Projects, City of Miami Beach; Margarita Wells, Acting Director, Environment & Sustainability Department, City of Miami Beach and Ana Zecchini, Interim Applications Division Director, Department of Information Technology, City of Miami Beach. The Committee was provided an overview of the project, information relative to the City's Code of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The evaluation process resulted in the ranking of proposers as indicated attachment A, in the following order:

- 1<sup>st</sup> Johnson Controls, Inc.
- 2<sup>nd</sup> Miami Beach Smart Lighting Partners
- 3<sup>rd</sup> Horsepower Electric, Inc.
- 4<sup>th</sup> Noresco, LLC
- 5<sup>th</sup> Citelum US, Inc.
- 6<sup>th</sup> Ameresco, Inc.
- 7<sup>th</sup> MasTec North America, Inc.
- 8<sup>th</sup> Siemens Industry, Inc.
- 9<sup>th</sup> Airis USA, LLC

Furthermore, on October 23, 2017, the City Manager, as a part of his due diligence in making a recommendation for award to City Commission, requested presentations by firms wishing to be considered for award pursuant to the RFQ.

### **CONCLUSION**

The recent photometric analysis of the City lighting indicated that certain improvements are needed to address deficiencies in how certain City areas are illuminated. In addition, the emerging fields of technology under the umbrella known as "Smart City" provide some exciting possibilities for addressing the lighting improvements in a proactive and future-driven manner, as well as possibly moving towards the ultimate goal of an interconnected City. Finally, many of the Smart City technology providers have deployed solutions to engage both residents and staff, through the use of computerized maintenance management systems (CMMS), to better manage and maintain these systems. For all of these reasons, I have determined that this project, with its current and future opportunities to maximize services to residents, while simultaneously assisting staff in improving the effectiveness and efficiency of City street lighting and Smart City operations, is an incredibly important project for the Administration.

Because of the potential impact of this project, following the Evaluation Committee's initial review of proposals, I requested each proposer to make presentations of each team's qualifications and project approach as part of my due diligence in making an award recommendation to the City Commission. I found this to be an important step in my due diligence because the RFP clearly indicates that, despite the results of the Evaluation Committee process, my recommendation to the City Commission may differ from the proposer ranking resulting from the Evaluation Committee's review of proposals. The sessions were informative and highlighted important aspects of both qualifications of the firms and each team's approach to the project. While, in the end, my recommendation does differ somewhat from the rankings of the Evaluation Committee, I do believe that my recommendation is consistent with what a project of this sort will require to be successful and what I believe are the demonstrated experiences and qualifications of each proposer to move the City forward with improved lighting, proven Smart City technologies, and resident engagement.

After review of the proposals and considering the presentations provided by each firm, I concur with the Evaluation Committee and find Johnson Controls to be the best qualified firm for the project. Johnson Controls is already a lead provider in Smart Building technologies, and is proving itself as leader in emerging field of Smart City technologies. The firm, in my opinion, presented the most comprehensive qualifications package for today's needs, including lighting improvements around the City, as well as creating a vision for a Smart City future. In addition to its experience in lighting improvement projects, its proposal has well documented its team's experience including some of the following highlights:

- a well-rounded team of experts in lighting master plans and improvements, the engineering expertise of CH2M, networking services provided by Hotwire Communications, and a careful consideration of the importance of public outreach with the assistance of Infinite Source Communications; and
- proven experience in similar large scale street lighting projects (the City is contemplating approximately 8,200 lighting units); and
- a careful consideration of the environmental impacts of such a project, including the impact to sea turtle habitats; and
- a clear understanding of the importance of public outreach and engagement utilizing local experts, including public outreach professionals currently leading public outreach for the Miami Beach Convention Center renovation project; and
- experience in a delivering a number of projects through public/private financing options that could provide the City with funding/financing options.

With respect to second and third ranked proposers, my recommendation differs from the Evaluation Committee's ranking. The Evaluation Committee has ranked Miami Beach Street Lighting Partners and Citelum US, Inc. as the second and fifth ranked proposers, respectively. While they are both well qualified firms, it is my opinion that the Citelum proposal has provided a combination of qualifications and technological approach that are better suited for the City's requirements and world-class reputation, including:

- proven experience and an understanding of the demands and expectations of working on lighting projects for world class cities (including Copenhagen, Paris, Madrid and Bordeaux); and
- a valuable partnership with Cisco Systems, a leading provider of technology infrastructure solutions for the Smart City functionalities; and
- a careful consideration of the importance of aesthetics, both in street light and other artistic lighting projects; and
- a robust CMMS portal for customers/residents to report issues and to assist staff in managing maintenance of assets.

I would also note that Roy Coley, Public Works Department Assistant Director, who oversees street lighting operations, has also ranked Citelum as the second ranked proposer.

Miami Beach Street Lighting Partners also provided a good set of qualifications, including:

- a well detailed maintenance plan; and
- an understanding of the importance of stakeholder communications; and
- a well-qualified team of individual firms.

However, several areas of Miami Beach Street Lighting Partners raised a number of concerns for a complex and, possibly, longer term project such as this one. Primarily, the proposal, submitted by a consortium of five (5) individual firms, was unclear as to which firm would be the City's primary partner responsible for successful deployment of the project(s). While the RFQ does not specifically prohibit this sort of joint venture, in this case I find the combination of so many firms acting as primary partners with the City not to be advantageous to the overall success of the project. Further to this point, in its proposal Miami Beach Street Lighting Partners has indicated that the City's lead or main point of contact will change throughout the phases of the project. At one time during the presentation, the team did state that the overall lead firm for the project would be Star America, the finance/developer team member. However, this appears to deviate from what the team originally stated in its proposal indicating that there would be several team firms that would be interacting with the City, either solely or simultaneously. The lack of clarity in this area raises concerns for the ability of so many team members to deploy a project successfully, and for the City to hold a single party accountable.

Additionally, while all team firms appear to be individually qualified, the issues raised above are especially concerning since it is difficult to ascertain the number of similar projects that the firms constituting Miami Beach Street Lighting Partners have successfully completed as a team. From its proposal, it appears that four of the five team member firms have collaborated together on only one project.

For the reasons stated herein, I recommend that the Mayor and City Commission approve the Resolution authorizing the Administration to enter into negotiations with Johnson Controls, Inc., as the top ranked proposer; and, should negotiations with Johnson Controls, Inc., fail, authorizing the Administration to enter into negotiations with Citelum US, Inc., as the second highest ranked proposer; and, should negotiations with Citelum US, Inc., fail, authorizing the Administration to enter into negotiations with Miami Beach Street Lighting Partners, as the third highest ranked proposer; further, authorizing the Mayor and City Clerk to execute the agreement with the successful firm.