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## SECTION 0100      INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

**1. GENERAL.** This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Proposers to submit proposals for the City’s consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement for the purpose noted herein.

Prospective Proposers that have obtained this solicitation in any manner other than via *BidSync* ([www.bidsync.com](http://www.bidsync.com)) are advised that the City utilizes *BidSync* ([www.bidsync.com](http://www.bidsync.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 *BidSync* must register immediately with *BidSync* 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 City of Miami Beach is accepting qualifications for Public Information Outreach (PIO) Services on Citywide projects including Right of Way and Facilities Construction Projects. By means of this RFQ, the City desires to establish term contracts with a pool of qualified successful proposers, with the required expertise and personnel, in order to facilitate the assignment of these services for all neighborhood and facility projects. The successful proposers will work closely with city staff in developing and executing the communication efforts for active and future construction of Capital Improvement Projects (CIP), Public Work Projects, Environmental & Sustainability projects, Transportation initiatives, Parks, and other citywide construction efforts. The proposers will also assist with communication for public work operations, special projects, citywide initiatives and public safety/ marketing campaigns.

The activity produced by neighborhood right of way improvements, Public Work Operations, parking lots, parking garages, structural and park facilities, as well as capital renewal and replacement projects generate an exponential need for proper and timely notification to the City’s stakeholders. Keeping residents, business owners and civic organizations well informed and actively involved is a key factor of the City’s ongoing and growing commitment to maintaining constant communication with area residents and keeping stakeholders informed at all times.

Communications regarding the construction process is a critical element of every project. In order to achieve this, an external communication plan has been established to help guide each firm. The city’s external communication plan will provide milestones that each firm will need to follow in three phases:

1. Design and Pre-Construction Communications – In this phase, a plan is developed delineating how the community will be informed throughout the life of the project. The community is provided with information regarding design, when the project is to commence and how stakeholders will be affected. Meetings are held with stakeholders to introduce the project team and consultant(s) that will be working in the area. During the design phase, the firm will need to be well versed with the city’s resilience program and understand any harmonization efforts on each project.
2. Project Information – This phase begins concurrently with construction and is finalized when the project is substantially complete. Residents, business owners and civic organizations are provided regularly with information relevant to the progress of the work on a regular basis. Meetings are held on an as-needed basis with individual stakeholders or interested groups. The Public Information Liaison serves as liaison between residents / stakeholders and the Neighborhood Affairs Division.
3. Post-Construction Communications – In this phase, project-close out information is sent out to stakeholders informing them that construction has been finalized and providing them with contact information for various owner agencies.

**3. STATEMENT OF WORK REQUIRED.** This Statement of Work describes and defines activities which may be required by the City for a range of services to include, but not limited to: communications planning and implementation, public relations and community involvement, establishment and execution of open office hours, the planning and execution of virtual public meetings, understanding of virtual software for virtual meetings as needed, understanding of the city's efforts in harmonization and the resilience campaign, ability to create and execute physical mailing via every door direct mail (EDDM) or other means, customer service, general translation and interpreting services, revamping project collaterals, ability to record public meetings, ability to create video recaps as needed, preparation of related media communications and collateral materials, preparation of audio/video presentations, recording of public meetings and include public comment, project planning, coordination and implementation, web content development, franchise utility communication, ability to send mass emails as the city, follow the external communications plan in each project. special events coordination, hosting public meetings and other services that may be related. This includes, but is not limited to, those operations necessary for mobilization, the movement of personnel, equipment, supplies, expertise, incidentals, permits, notifications, and fees associated with such notifications, if any.

The City shall request consultant services on an as-needed basis. There is no guarantee that any or all of the services described in this RFQ will be assigned during the term of this resulting agreement. Further, the Consultant is providing these services on a non-exclusive basis. The City, at its option, may elect to have any of the services set forth herein performed by other consultants or City staff.

### 3.1 DEFINITIONS

3.1.1 Consultant(s)-The Consultant is the Successful Proposer(s) retained by the City to perform Public Information Outreach Services on Right of Way and Facilities Projects described in this Scope of Services.

3.1.2 City-The City of Miami Beach

3.1.3 Department -City Departments, including but not limited to Capital Improvement Projects, Transportation, Environmental, Marketing and Communications and the City Manager's Office.

3.1.4 Letter of Authorization-A letter issued by the Project Manager (or his/her designee) authorizing the Consultant to commence work on a specific task. Completion due dates and fees are specified in this document.

3.1.5 Project Manager-The City's staff member(s), manager(s) or consultant(s) with overall responsibility and authority to oversee the Public Information Outreach Services on Right of Way and Facilities Projects in Miami Beach.

3.1.6 Task Assignment-One or more tasks assigned under this contract in connection with the Public Information Outreach Services on Right of Way and Facilities Projects in the City of Miami Beach.

### 3.2 JOB CLASSIFICATIONS AND DESCRIPTIONS

3.2.1 Project Manager: Primary point of contact with the City's Project Manager (or his/her designee) on overall activities of the contract; ensures contract compliance; manages budgets and invoices; executes special projects and performs QA/QC on all collateral materials. Responsible for entire staff assigned to this contract to include staff supervision and work production. Works with City's Project Manager on streamlining processes and developing cost effective methods of doing business.

3.2.2 Public Information Liaison: Serves as liaison between project stakeholders and Neighborhood Affairs Division. Assists the Neighborhood Affairs Coordinator for project related information and due to extensive interaction with the City of Miami Beach community, bilingual (English/Spanish) is strongly desired; completes all necessary documents listed in the external communication plan; identifies potential impacts to the public as a result of construction plans; prepares and disseminates collateral materials to the public; develops strategic alliances and partnerships with appropriate parties; prepares and presents project information for meetings; coordinates resolution of issues; record public meetings; maintains database of stakeholders; maintains project issue log; prepares information for updating website; edits website content; performs media responses in writing as needed; coordinates and staffs formal and informal public meetings; arranges field meetings and special events and executes other duties relevant to the position.

3.2.3 Assistant Public Information Liaison: Provides support to the public information liaison for each of the tasks listed above. Should be able to create a database, conduct door-to-door and assist with other clerical needs. (English/Spanish) is desired. The position will be utilized at the decision of the project team for certain needs. Should have an understanding of communication tools, the external communications plan, virtual meeting software, and will execute other duties relevant to the position.

3.2.4 Graphic Designer: Designs and maintains collateral materials; creates and updates templates and newsletter layouts; depicts project information on maps that serve as visual explanations to stakeholders; performs other duties relevant to the position. Familiarity with municipal governments and/or construction concepts are a plus.

### **3.3 CONSULTANT RESPONSIBILITIES**

#### 3.3.1 Coordination with the City:

All aspects of each task shall be coordinated through the Office of Marketing and Communications, Director (or his/her designee); All authorizations and approvals shall be in writing and executed by the Neighborhood Affairs Manager (or his/her designee) prior to the commencement of work.

#### 3.3.2 Services to be provided:

The following procedures are general for all projects. One or more of them may be necessary depending on the scope of the project. The necessary steps will be identified, and a schedule of activities will be established by the City's Project Manager.

If the procedural regulations referenced herein are revised or superseded before the services by the CONSULTANT are rendered, compliance with the most up-to-date version and/or amendments/statutes will be required.

The CONSULTANT will provide any one or more of the following services as required by the DEPARTMENT.

Public Relations, Community Involvement and Customer Service

The successful firms may be tasked with the following duties and responsibilities:

- Close coordination with the Neighborhood Affairs Division staff
- Developing public involvement plans in close coordination with the external communication plan
- Developing project-related informational materials
- Collateral production (English/Spanish)

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- Social media needs – Photography & Video Content as needed
- Communicating project information and addressing citizen/stakeholder concerns
- Preparing related media communications and informational materials
- Preparing talking points
- Preparing information for dissemination through the Neighborhood Affairs Division
- Ability to create, plan and execute effective mailers using every door direct mail (EDDM) or other services
- Coordinating emergency communications
- Preparing emergency collateral quickly and effectively
- Developing presentations and talking points
- Planning, organizing and attending special events and meetings
- Preparing audio/video presentations
- Ability to record public meetings and public comments
- Writing newsletters and feature stories
- Translating collateral material developed
- Designing and developing templates and graphics informational materials (usually maps that depict project information)
- Preparing web content and web copywriting
- Developing ads
- Coordinating franchise utility communication
- Arranging and documenting field meetings
- Stakeholder satisfaction surveys
- Coordinating media/special events such as block parties, community meetings, and ribbon cuttings
- Prepare and present encroachment information for public projects
- Prepare, plan, execute and document harmonization meetings as needed
- Coordinate special events as needed
- Ability to host virtual meetings using Zoom, Microsoft teams or other appropriate platforms
- Ability to send and respond to emails through a city domain.
- Ability to send mass emails through email marketing software from the City of Miami Beach.

**4. ANTICIPATED RFQ TIMETABLE.** The tentative schedule for this solicitation is as follows:

RFQ Issued	TBD
Pre-Proposal Meeting	TBD
Deadline for Receipt of Questions	TBD
Responses Due	TBD
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

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

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Procurement Contact:  
William Garviso, CPPB

Telephone:  
305 673-7000

Email:  
williamgarviso@miamibeachfl.gov

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

The Proposal 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 0100-4. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

**6. 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. Attendance for the pre-proposal meeting shall be via telephone and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

- (1) Dial the TELEPHONE NUMBER:
- (2) Enter the MEETING NUMBER:

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

**7. 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 *BidSync*. Any prospective proposer who has received this RFQ by any means other than through *BidSync* must register immediately with *BidSync* 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.

**8. 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](mailto:rafaelgranado@miamibeachfl.gov)

**9. 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).

**10. 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.

**11. 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.

**12. 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**

**TERMS & CONDITIONS –SERVICES.** By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (dated April 13, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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**SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

**1. ELECTRONIC RESPONSES (ONLY).** Electronic responses to this RFQ are to be submitted through BidSync until the date and time as indicated in this document. *It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time.* There is no cost to the Proposer to submit a proposal in response to a City of Miami Beach solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files (proposal format indicated below). All proposals received and time stamped through BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. Proposals will be opened promptly at the time and date specified. Hard copy proposals or proposals received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of proposals are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

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. The City will only consider the latest version of the proposal.

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

1. Bid Submittal Questionnaire (submitted electronically).

**3. OMITTED OR ADDITIONAL INFORMATION.** With exception of the Bid Submittal Questionnaire (submitted electronically) 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.

**4. ELECTRONIC 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. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the “Line Items” attachment tab in BidSync.

<b>TAB 1</b>	<b>Cover Letter, Table of Contents, and Minimum Qualification Requirement</b>
<p><b>1.1 Cover Letter and Table of Contents.</b> The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee’s review. The cover letter must be signed by a principal or agent able to bind the firm.</p>	

<b>TAB 2</b>	<b>Experience and Qualifications</b>
<p><b>2.1 Organizational Chart:</b> An organizational chart depicting the structure and lines of authority and communication for all firms, principals and personnel involved in the project. Include information that describes the intended structure regarding project management, accountability and compliance with the terms of the RFQ.</p> <p><b>2.2 Relevant Experience of Prime Proposer:</b> Submit detailed information regarding the history, relevant experience and proven track record of providing the scope of services as identified in this solicitation to public sector clients, municipal governments, agencies or levels of government for the firm and/or its principals. For each project that the proposer submits as evidence of similar experience, the following is required: project</p>	

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description, role of the firm and responsibilities, agency (client) name, agency (client) contact, contact telephone and email, month and year the whole project was started and completed, and your firm's term of engagement. For each project provide the following:

- a. project name and scope of services provided;
- b. name of individuals that worked on the referenced project that have been included in Section 2.1 above.
- c. client;
- d. client project manager and contact information;
- e. costs of the services provided; and
- f. term of the engagement.

**2.3 Relevant Experience of Sub-consultant(s)/Sub-contractor(s):** Summarize projects where the Sub-consultant(s)/Sub-contractor(s) and/or its principals have provided professional public information outreach services, to public sector clients, municipal governments, agencies or other levels of government. For each project provide the following:

- g. project name and scope of services provided;
- h. name of individuals that worked on the referenced project that have been included in Section 2.1 above.
- i. client;
- j. client project manager and contact information;
- k. costs of the services provided; and  
term of the engagement.

**2.4 Project Manager.** Provide a comprehensive summary that elaborates on the experience and qualifications of the individual who will be selected to serve as the firm's project manager for this contract.

**2.5 Public Information Liaison.** Provide a comprehensive summary that elaborates on the experience and qualifications of one or more individual(s) who will be selected to serve as the firm's lead public information liaison for this contract's possible assignments.

## **TAB 3      Approach and Methodology**

Submit detailed information on the approach and methodology that the Proposer and its team 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:

- Project specific approach to handling communication for neighborhoods versus parks, facilities and public information campaigns.
- General communications plan for public information and outreach.
- Demonstrate an understanding of various construction project methods such as design-bid-build vs. design-build construction. Suggest innovative ways to communicate with and/or educate the public on the differences, drawbacks, benefits of each, etc.
- Additional cost-effective methods, currently not in use by the City, to actively engage and keep stakeholders informed. Note that current cost-effective methods currently utilized by the City include: Email blasts via Constant Contact and/or regular email; project pages on the RisingAbove and Miami Beach website; door- to-door distributions; Maintenance of Traffic for all projects posted on GIS' page and a City-wide GIS traffic map; as needed, regular construction updates are sent out for each individual project; InDesign collateral templates are available for use; and meetings with HOAs/affected stakeholders occur regularly.
- Description of the quality assurance and quality control (QA/QC) process used by the Proposer to ensure sufficient management of the contract and required deliverables.

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**SECTION 0400**

**PROPOSAL EVALUATION**

**1. Evaluation Committee.** An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions. City staff will assign points for the quantitative criteria. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. 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. Qualitative Criteria.** Responsive proposals shall be evaluated by the Evaluation Committee in accordance with the following criteria.

Qualitative Criteria	Maximum Points
Experience and Qualifications	60
Approach and Methodology	40
<b>TOTAL AVAILABLE STEP 1 POINTS</b>	<b>100</b>

**3. Quantitative Criteria.** Following the results of the evaluation of the qualitative criteria by the Evaluation Committee, the Proposers may receive additional points, to be added by City staff, as follows.

Quantitative Criteria	Maximum Points
Veterans Preference	5
<b>TOTAL AVAILABLE STEP 2 POINTS</b>	<b>5</b>

**4. Determination of Final Ranking.** The sum of qualitative and quantitative scores will be converted to rankings in accordance with the example below:

		<b>Proposer A</b>	<b>Proposer B</b>	<b>Proposer C</b>
<b>Committee Member 1</b>	Qualitative Points	82	74	80
	Quantitative Points	10	5	0
	Total	92	79	80
	Rank	1	3	2
<b>Committee Member 2</b>	Qualitative Points	82	85	72
	Quantitative Points	10	5	0
	Total	92	90	72
	Rank	1	2	3
<b>Committee Member 2</b>	Qualitative Points	90	74	66
	Quantitative Points	10	5	0
	Total	100	79	66
	Rank	1	2	3
<b>Low Aggregate Score</b>		<b>3</b>	<b>7</b>	<b>8</b>
<b>Final Ranking*</b>		<b>1</b>	<b>2</b>	<b>3</b>

It is important to note that the results of the Evaluation Committee process do not represent an award recommendation. The City Manager will utilize the results of the committee process, as well as any other information he deems appropriate to develop his award recommendation to the City Commission, which may differ from the Evaluation Committee process ranking.

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# APPENDIX A

# MIAMI BEACH

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## Special Conditions

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2020-118-WG  
PUBLIC INFORMATION OUTREACH  
SERVICES FOR RIGHT OF WAY AND  
FACILITIES CONSTRUCTION PROJECTS

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

1. **Term of Contract.** Three (3) Years
2. **Options to Renew.** Two (2) additional one (1) year options
3. **Additional Terms or Conditions.** This RFQ, including the attached Sample Contract, contains all the terms and conditions applicable to any service being provided to the City resulting from award of contract. By virtue of submitting a proposal, consultant agrees not to require additional terms and conditions at the time services are requested, either through a separate agreement, work order, letter of engagement or purchase order.
4. **Change of Project Manager or Public Information Liaison.** A change in the Consultant's project manager or public information liaison (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information liaison shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).
5. **Sub-Consultants.** The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.
6. **Negotiations.** Upon approval of selection by the City Commission, negotiations between the City and the selected Consultant will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services.
7. **Competitive Specifications.** It is the goal of the City to maximize competition for the project among suppliers & contractors. Consultant shall endeavor to prepare all documents, plans & specifications that are in accordance with this goal. Under no condition shall Consultant include means & methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.

# APPENDIX B

# MIAMI BEACH

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## Sample Contract

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2020-118-WG  
PUBLIC INFORMATION OUTREACH  
SERVICES FOR RIGHT OF WAY AND  
FACILITIES CONSTRUCTION PROJECTS

**BY VIRTUE OF SUBMITTING A PROPOSAL THE FIRM HEREBY TAKES NO EXCEPTIONS TO  
THE TERM AND CONDITIONS NOTED IN THIS SAMPLE CONTRACT**

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

# PROFESSIONAL SERVICES AGREEMENT

BETWEEN  
THE CITY OF MIAMI BEACH  
AND  
[FILL IN CONSULTANT NAME]  
FOR  
[XXXXXXXXXXXXXXXXXXXX], PURSUANT TO  
[FILL IN RFP, RFQ, OR ITB#]

This Professional Services Agreement (“Agreement”) is entered into this XXXXXX day of XXXXXXXXXXXX, 20\_\_\_\_ (“Effective Date”), 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 **[FILL IN CONSULTANT NAME]**, a **[FILL IN TYPE OF ENTITY//I.E. CORPORATION, LLC, ETC.]**, whose address is XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (“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 \_\_\_\_\_ 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 **[FILL IN RFP, RFQ, OR ITB]** No. **[XXXXXXXXXXXXXXXX]** for **[XXXXXXXXXXXXXXXXXXXXXXXXXXXX]**, together with all amendments thereto, issued by the City in contemplation of this Agreement **[FILL IN CORRECT ABBREVIATION RFP, RFQ, OR ITB]**, 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 **[FILL IN RFP, RFQ, or ITB]**; 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 in Exhibit "A" hereto (the "Services").

**[NOTE: EXHIBIT "A" MUST INCLUDE DETAILED DESCRIPTION OF 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:

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

**2.2** Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit **[XXX]** hereto.

**[NOTE: TIMELINE FOR DELIVERABLES CAN ALSO BE INCLUDED IN EXHIBIT "A" OR IN SEPARATE EXHIBIT]**

**SECTION 3**  
**TERM**

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto (the Effective Date set forth on p. 1 hereof), and shall have an initial term of **[XXXXXXXXXXXX]**, with **[XXXXXXXXXXXX]** renewal options, to be exercised at

the City Manager's sole option and discretion, by providing Consultant with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

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 in Exhibit [XXX] hereto.

**SECTION 4**

**FEE**

**4.1** In consideration of the Services to be provided, Consultant shall be compensated on a fixed fee basis, in the amount of \$XXXXXXXX.

**4.2** **[NOTE: INCLUDE AMOUNT FOR REIMBURSABLES, IF ANY].**

**4.3** **[NOTE: INCLUDE HOW FEE IS TO BE PAID – I.E. “X” PERCENTAGE UP FRONT; “X” UPON DELIVERY; MONTHLY; LUMP SUM; ETC.].**

**4.4** **INVOICING**

Upon receipt of an acceptable and approved 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:

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

**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 ten (10) days to cure such default. If such default remains uncured after ten (10) 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.

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 CONSULTANT, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, 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 actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen 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 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 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.

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 [NOTE: INSURANCE TYPES AND LIMITS BELOW SHOULD ALWAYS BE SAME AS WHAT WAS SPECIFIED IN BID DOCUMENTS]**

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 Services 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 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 INSPECTOR GENERAL AUDIT RIGHTS**

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the

power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

- (C) Upon ten (10) days written notice to the Consultant, the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (E) The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
  - i. If this Agreement is completely or partially terminated, the Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

- ii. The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Consultant, its officers, agents, employees, subcontractors and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Consultant or third parties.

### **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. 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 attorneys' 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](mailto: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:

**TO CONSULTANT:            [FILL IN]**

**TO CITY:                    [FILL IN]**

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:

**[INSERT NAME]**

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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

# APPENDIX C

MIAMI BEACH

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## INSURANCE REQUIREMENTS

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2020-118-WG  
PUBLIC INFORMATION OUTREACH  
SERVICES FOR RIGHT OF WAY AND  
FACILITIES CONSTRUCTION PROJECTS

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139