



Request for Proposals (RFP) 2023-628-LB

Wide Area Network and Internet Connectivity Services

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SECTION 0100 **INSTRUCTIONS TO BIDDERS**

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

The City utilizes Periscope S2G (formerly known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Bidder who has received this RFP by any means other than through Periscope S2G must register immediately with Periscope S2G to ensure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal submitted.

2. BACKGROUND & PURPOSE.

The City’s Internet and Wide Area Network (“WAN”) is comprised of approximately twenty-five (26) sites in an area of approximately seven square miles that require various services. The City has been receiving WAN services under a Master Services Agreement (MSA) with AT&T Corp since 2015. The City has received Internet Connectivity Services from Hotwire Communications LTD since 2019. Pursuant to RFP 2018-153-JC, the current contract for these services, expires on January 24, 2024, and April 17, 2024, respectively. As a result of the expiring agreements, this RFP seeks proposals for a replacement agreement.

The City’s Information Technology Department (IT) is seeking internet connectivity and WAN services that will allow the successful and reliable transmission of information in different electronic forms to/from all of its locations listed herein, providing an integrated approach with respect to hardware, services and support. Therefore, the City of Miami Beach is seeking a service provider(s) to deliver internet and WAN services and 24/7 customer service support to City-wide facilities. Additionally, Voice over Internet Protocol (VOIP) convergence is a technology that is currently deployed throughout all City facilities. Therefore, the City is seeking a solution that will thoroughly support current and future VOIP technology.

This solicitation includes the following two groups:

Group 1 Internet Connectivity: services that provide access to the internet at City facilities with minimal technical requirements, provide public wireless connectivity, host property management control systems or are needed for a life safety application.

Group 2 WAN Connectivity: service that provides secure connectivity between locations.

Bidders may submit a proposal for Group 1 only, or Group 2 only, or both Groups 1 and 2. Proposals for Group 1 and Group 2 will be evaluated separately. In other words, all proposals received for Group 1 will be evaluated against other proposals for Group 1. Likewise, all proposals received for Group 2 will be evaluated against other proposals for Group 2.

The department’s annual budget is approximately \$500,000 for this project but may vary year to year depending on budget appropriations.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	September 23, 2021
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Pre-Proposal Meeting	September 30, 2021 at 10:00 am ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 916 525 649#
Deadline for Receipt of Questions	October 18, 2021 at 5:00 pm ET
Responses Due	October 28, 2021 at 3:00 pm ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 316 934 347#
Evaluation Committee Review	TBD
Tentative Commission Approval	TBD
Contract Negotiations	Following Commission Approval

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

Procurement Contact:

Livia Barcelos

Telephone:

305 673 7490

Email:

LiviaBarcelos@miamibeachfl.gov

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

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

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). A pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via web conference and recommended as a source of information but is not mandatory. Bidders interested in participating in the Pre-Proposal Meeting must follow these steps:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 786-636-1480 United States, Miami

Phone Conference ID: 916 525 649#

Bidders who are participating should send an e-mail to the contact person listed in this RFP expressing their intent to participate.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders 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 *Periscope S2G*. Any prospective Bidder who has received this RFP by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to ensure it receives any addendum issued to this RFP. 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 RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all Bidders 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. Bidders 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

8. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Bidders (or Bidder 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).

9. BIDDER'S RESPONSIBILITY. Before submitting a response, each Bidder 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 Bidder 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 Bidder.

10. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

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

The City Manager may recommend to the City Commission the Bidder(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. 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.

11. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Bidder. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Bidder in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Bidders 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.

12. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new

employees hired by the subcontractor during the Contract term.

13. PERISCOPE S2G (FORMERLY BIDS SYNC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at support@bidsync.com or 800.990.9339, option 1, option 1.

14. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov.

15. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

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SECTION 0200**GENERAL CONDITIONS**

FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES. By virtue of submitting a proposal in response to this solicitation, Bidder agrees to be bound by and in compliance with the Terms and Conditions for Services (dated 10.27.2022), 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). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A Bidder may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

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
2. Failure to comply with Minimum Eligibility Requirement (See Appendix A, Section A1 if applicable).
3. Cost Proposal (Tab 4).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically) and the Cost Proposal with the bid and by the deadline for submittals shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically) and the Cost Proposal, the City reserves the right to seek any omitted information/documentation or any additional information from Bidder 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 Bidder 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 Periscope S2G.

TAB 1	Cover Letter
1.1 Cover Letter and Table of Contents. The cover letter must indicate Bidder and Bidder Primary Contact for the purposes of this solicitation. 1.1.1 Proposal Option(s). The cover letter must clearly identify whether the proposal submitted is Bidders may submit a proposal for Group 1 only, or Group 2 only, or both Groups 1 and 2. Proposals for Group 1 and Group 2 will be evaluated separately. In other words, all proposals received for Group 1 will be	

evaluated against other proposals for Group 1. Likewise, all proposals received for Group 2 will be evaluated against other proposals for Group 2.

TAB 2 Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies.

2.1.1 Bidder must provide a minimum of three (3) customer references for each group proposed. For each project that the Bidder submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include the name of the principal).

2.2 Qualifications of Bidder Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

TAB 3 Scope of Services Proposed

Submit detailed information addressing how Bidder will achieve each portion of the scope of services and technical requirements outlined in Appendix A, Minimum Requirements and Specifications including detailed information, as applicable, which addresses, but need not be limited to the items below. The following apply to both groups 1 and 2.

1. Briefly describe your network operations center and the procedures currently in place to proactively identify and correct communications problems.
2. Describe the process for reporting network problems and/or outages.
3. Describe the process the City will follow to ascertain the status of reported problems and/or outages.
4. Provide and describe your Service Level Agreements (SLA) as they relate to latency, availability and quality of service. Identify any costs and credit penalties associated with these SLA's. The City's objective is to obtain a maximum of a two hour response to all trouble tickets.
5. Describe your escalation policies and procedures for problems and trouble tickets along with organizational chart and contact information.
6. Describe in detail the process for adding, deleting or modifying network services and/or communications links.
7. Provide information on firm's billing format and flexibility to accommodate City billing information requirements.
8. Bidder must provide accurate information as to the allowed uses of the proposed network facilities. Include what services can be dynamically allocated or shared on one facility.
9. Describe your billing processes, including flexibility of billing cycles, availability of electronic billing and consolidation of existing billing currently provided to the City. In addition, the City requires an ad hoc reporting tool as well as training of staff on using the tool.
10. Detail, if any, waivers for installation and implementation for replacing existing carrier services, initial new services, subsequent installations and new services, over the life of the contract.
11. Present support documentation that identifies the number of network outages during last calendar year.
12. Provide a network contingency plan in the event of network outage/natural disaster. What are the planned alternative facilities and at what level of degraded service is the contingency plan activated?
13. Provide a detailed project plan and timeline that includes and details all tasks required to ensure a seamless and successful turnkey network conversion from the incumbent's services to the selected Contractor's services.
14. Denote your Points of Presence (POPS) in the City relative to the sites to be served, describing the

types of switching devices available at each location as it relates to currently installed equipment on the City's network.

15. Describe the policies and procedures that are currently in place which ensure the security and integrity of the proposed physical and virtual circuits.
16. Provide manufacturer name and model of networking equipment certified for the proposed communication network.
17. Describe packet prioritization by type inside your network, as it relates to the delivery of critical data and voice. (Describe any special premise equipment required.)
18. Describe current and planned access speeds and network protocols supported by your organization; indicating expected lifetimes of each.
19. Describe whether your firm's billing platform can interface with the City's Munis ERP system.
20. Submit a Gantt Chart with critical path benchmark dates clearly identified for network services project implementation and conversion. Bidder must consider all elements of implementation from contract execution to acceptance testing. Bidders need to consider City geography, holidays, training, shipping, delivery, pace and electrical requirements, selection of technicians and other personnel, etc. The conversion plan must include are network services planning, engineering and modeling, design, testing, implementation and conversion, acceptance testing, acceptance, maintenance and management. The presented conversion plan must have definite tasks and timeline, including all tasks and respective timeline that the City must complete in support of the conversion. This conversion plan must not contemplate any downtime during conversion. Progress along with updated project plans including Gantt Charts will be provided as needed until final acceptance is provided in writing from the City's IT Department.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a full review and score the proposed scope of services.

TAB 4	Cost Proposal
Submit a completed Cost Proposal Form (Appendix B).	

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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 requiring presentations. 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 City Manager will utilize the results to take one of the following actions:

- 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 RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations; or
- b. The City Manager may recommend that the City Commission authorize negotiations or award a contract to one or more firms in accordance with Section 0100, Sub-section 12; or
- c. The City Manager may Recommend that the City Commission short-list one or more firms for further consideration by the Evaluation Committee; or
- d. The City Manager may recommend to the City Commission that all firms, if more than one (1) responsive submittal is received, be rejected.

2. PRESENTATIONS BY SHORT-LISTED FIRMS. If a short-listing of firms responding to this RFP is approved, the short-listed firms may be required to make presentations to and be interviewed by the Evaluation Committee. In further considering the short-listed firms, the Evaluation Committee will utilize the criteria set forth in Sub-section 4 below.

3. TECHNICAL ADVISORS. The City, at its discretion, may utilize technical or other advisers to assist the evaluation committee or the City Manager in evaluating proposals.

4. EVALUATION CRITERIA. Responsive, responsible proposals will be evaluated in accordance with the following criteria:

Qualitative Criteria (Points Assigned by Evaluation Committee)		Maximum Points
Experience & Qualifications (Tab 2)		30
Scope of Services Proposed (Tab 3)		40
TOTAL AVAILABLE POINTS for Qualitative Criteria		70
Quantitative Criteria (Points Assigned by Procurement Department)		Maximum Points
Cost Proposal		30
Veteran's Preference Points		5
TOTAL AVAILABLE POINTS for Quantitative Criteria		35
TOTAL AVAILABLE POINTS for Qualitative and Quantitative		105

5. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g. veteran's preference) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. In its review of proposals received, the

Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the evaluation criteria.

6. QUANTITATIVE CRITERIA. Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing a recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. Procurement Department staff will assign points for the quantitative criteria. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code.

Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

7. DETERMINATION OF FINAL RANKING. The sum of the evaluation criteria points will be converted to rankings in accordance with the example below:

		Bidder A	Bidder B	Bidder C
Committee Member 1	Qualitative Points	82	76	80
	Quantitative Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Qualitative Points	79	85	72
	Quantitative Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Qualitative Points	80	74	66
	Quantitative Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the proposal evaluation process in accordance with Section 0400 does not represent an award recommendation. The City Manager will utilize the results of the proposal evaluation process, and any other information he deems appropriate, to develop an award recommendation to the City Commission, which may differ from the results of the proposal evaluation process and final rankings.

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APPENDIX A

MIAMI BEACH

Minimum Requirements & Specifications

Request for Proposals (RFP)
2023-628-LB
Wide Area Network and Internet
Connectivity Services

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

A1. Minimum Eligibility Requirements. Intentionally Omitted.

A2. Scope of Work.

Internet connectivity and Wide Area Network ("WAN") are to be understood as a telecommunications network, utilized for the purposes of connecting computers, that spans a wide geographical area. The City's WAN is comprised of approximately twenty-five (26) sites in an area of approximately 7 square miles. The City's Information Technology Department (IT) is seeking internet connectivity and WAN services that will allow the successful and reliable transmission of information in different electronic forms to/from all of its locations listed herein, providing an integrated approach with respect to hardware, services and support. Bandwidth requirements may vary by location. Bidders must provide the necessary security within their network and all interfaces to external components, customer or otherwise, that will ensure the City is protected and that the proposed services eliminate inherent security concerns. Additionally, VOIP convergence is a technology that is currently deployed throughout all City facilities. The proposed WAN services solution must be able to support VOIP technology.

A3. Specifications.

- 3.1** Contractor is solely responsible for ensuring that all proposed services are in unquestioned compliance with federal, state, regional and local governing bodies, which regulate the proposed internet connectivity and WAN services, be it in their delivery, operation, pricing and/or taxation. Contractor must also be in compliance with all industry accepted and practiced standards applicable to the proposed internet connectivity and WAN services.
- a. Contractor full and successful performance of work under this RFP, must include but not be limited to the items below. The following apply to both groups 1 and 2. Provide the survey, design, procurement, construction, installation, configuration and implementation of the internet connectivity and WAN to provide the requested network services herein.
 - b. Contractor shall provide the configuration which includes obtaining all permits, zoning requests, and inspections required by law, statute, or ordinance.
 - c. The Contractor shall work with City IT staff to design and implement bandwidth shaping policies using industry-standard Quality of Service (QOS) protocol in combination with other available technologies.
 - d. Network designs should provide redundancy in connectivity and/or other features for improved reliability and fault tolerance.
 - e. Conduct a quarterly network services review and optimization, including evaluation of usage patterns.
 - f. Provide a toll free, 24-hour available reporting and response service.
 - g. Provide overall availability of the internet connectivity and WAN connections services. Services should be equal to or greater than 99.99% excluding outages caused by severe acts of nature, such as hurricanes, tornadoes, etc.
 - h. Contractor must offer contingency/disaster recovery plans and procedures for the existing network and possible enhancements for any awarded services. The City requires all Contractors to present a formal copy of its network contingency/disaster recovery plan in their proposal response to this RFP.
 - i. Maintain a detailed project plan and timeline that includes and details all tasks required to ensure a seamless and successful turnkey network conversion from the incumbent's services to the selected Contractor's services.

- j. The proposed solution must support changes in the network infrastructure; especially, with regard to the reallocation of servers, addition of new sites and modification of bandwidth at each site.
- k. Provide the City with diversity details for circuits taken on/off island and between central offices, as well as proposed construction paths to areas not currently in service.

3.2 Delivery and Installation

- a. Proposed network services must be completely provided and installed by the successful Contractor.
- b. Contractor must specify time required for complete network services conversion, testing and acceptance. Contractor must furnish the City with a conversion date in days from the notification of being awarded pursuant to this RFP.

3.3 Security

- a. Contractor must maintain robust policies and procedures to prevent disruption of business and to ensure a secure network operating environment according to industry best practices.
- b. The Bidders are encouraged, at minimum, to present information as to how they effectively address network security including fraud screening/protection and its application in the proposed network services. This should be further detailed in the RFP proposal response, pursuant to Tab 3 of Section 0300. Specific issues include:
 - Bidder procedures for assessment of Bidder network risk.
 - Network policies and procedures to minimize and prevent unauthorized network access, misuse, degradation, and loss of information assets and critical operations.
 - Recovery procedures in the event network security procedures are breached.
 - Bidder liability in the event of network security breaches.

3.4 Project Implementation

The Successful Bidder shall provide a Project Manager whose responsibilities will include, but not be limited to:

- a. Being a single point of contact regarding project issues; effecting the necessary coordination among the Successful Bidder(s), any sub-contractor used by the Successful Bidder(s), other suppliers, and the City.
- b. Participating in monthly status meetings, providing written minutes of those meetings to appropriate City representatives if necessary.
- c. Providing status reports, as required, to the City about project status, escalation issues, costs, and schedule issues.

3.5 Management of the City Network

The City currently manages its existing wide area network and plans to continue this practice. It is not the purpose of this RFP to request Network Management Services.

3.6 Equipment Installation

Contractor is responsible for all activities necessary for the successful implementation of each site. Additionally, the Contractor is responsible for the removal and disposal of all shipping and packing materials.

3.7 Disposal of Old Equipment

The Contractor and the City will determine the details of the removal and disposal of all excess equipment, racks, and associated equipment, which is not reused in the new installation.

3.8 Help Desk Feedback

The Contractor shall provide at least a 24-hour advanced notice of any planned network service interruption. Additionally, the Contractor will provide notification to the City of any unplanned outages as they occur.

3.9 Contingency Requirements

The Bidder must, at minimum, present information as to how they effectively address contingency and disaster planning and recovery procedures as it pertains to the City. This should be further detailed in the RFP proposal response, pursuant to Tab 3 of Section 0300. Specific issues include:

- a. Network performance, service degradation and utilization monitoring and reporting.
- b. Bandwidth capacities between sites of both the City and the vendor.
- c. Outage identification, notifications and recovery procedures.
- d. Degraded level of service alternatives.
- e. Network utilization.
- f. Alternate Routing including alternatives in the event Bidder network suffers a total outage.
- g. Bidder Network Build-out schedules.

3.10 Transmission Requirements

Contractor's network(s) must maintain compliance with all applicable industry standards and have the capability for unquestioned transparent interfacing with any and all hardware and software components that comprise the City's network.

3.11 Proposed Service Limitations

Bidder must provide accurate information as to what services can be dynamically allocated or shared on one facility. This should be further detailed in the RFP proposal response, pursuant to Tab 3 of Section 0300.

3.12 Bidder Service Requirements

Bidder must attach a copy of the proposed service and maintenance policies and procedures to which the Bidder will adhere during the length of the agreement. This should be further detailed in the RFP proposal response, pursuant to Tab 3 of Section 0300.

The City requires the following levels of major account support in the following primary areas:

- a. **Network conversion** - this entails a thorough and detailed plan within a definite timeline to convert the services from the present provider to the selected Bidder without any disruption and/or negative impact on the City's operations.
- b. **Operational support** – proactive and dynamic support of the short and long-term critical operation and maintenance of the Bidder provided network and services. This includes network services planning, engineering, design, implementation, servicing and maintenance utilizing ongoing monitoring techniques that will diagnose problems and allow for circumstance sensitive recovery procedures acceptable to the City.
- c. **Regulatory support** - provide ongoing assessment and information on regulatory trends and changes as determined by international, national, regional, state, municipal and local WAN sector governing bodies and their potential direct/indirect impact on the quality, availability and costs of present and future services.
- d. **Technological support** - provide ongoing assessment and information on technological trends that support the Bidder's present network platform and the impact on the evolution of the same.
- e. **Billing Support** – provide ongoing support for bill review of all pricing, discounts inventory and billing information. Any discrepancies not consistent with the contract must be documented and credited retroactive to installation or appropriate date within sixty (60) days.

3.13 Response Time and Service Hours

- a. Contractor must provide around-the-clock service, 24 hours per day/7 days a week/365 days per year, including City weekend and holiday schedules and provide necessary service procedures and qualified personnel available throughout the year in support of the City's network.
- b. Bidder must furnish alternative traffic routing in the event of a network facility and/or network component failure.
- c. The City requires public safety response time, diagnosis and resolution at all of its campus locations. This requires a problem resolution commencement no later than one (1) hour following receipt of a notification, automated or otherwise that an outage of service has occurred.
- d. The Contractor's minimum acceptable response time to City disruptions and/or requests is as follows:

Priority	Definition	Response Time	Completion Time
Critical	A problem that affects any site's entire network (e.g. an entire campus without network access, intermittent network drops sufficient to cause time-outs in general applications, or reduction in network performance resulting in inability to achieve a minimum of 90% of stated bandwidth, or error rate or dropped packet/frame rate of 2% or higher).	Within 30 minutes	Within 5 hours
High	A problem that affects any site's entire network (e.g. an entire campus without network access,	Within 3 hours	Within 1 business

	intermittent network drops sufficient to cause time-outs in general applications, or reduction in network performance resulting in inability to achieve a minimum of 75% of stated bandwidth, or error rate or dropped packet/frame rate of 2% or higher).		day
Medium	A general service request or problem with a workaround sufficient to maintain service to the school until the problem can be resolved (e.g. permanent repair/replacement of bad piece of equipment for which the customer can provide temporary replacement).	Within 8 hours	Within 2 business days
Low	A service request that does not require immediate attention or involves long-range planning (e.g. planned equipment swap-out).	Within 3 business days	Plan defined within 10 business days

3.14 Network Service Meetings

Management-level service representatives must be available for monthly scheduled network services maintenance meetings with City's representatives, capable of making policy and procedural decisions, and supporting these decisions throughout City's area of service support.

3.15 Performance Guarantee

Bidder must guarantee all network services meet or exceed the following:

- a. The provider will guarantee the overall availability of the wide area network to be equal or greater than 99.99%, or at the City's option, be replaced at no charge to the City. There will be no removal charge on network services removed because of non-performance.
- b. Bidder must provide network services configuration and contingency plan that will support a "no downtime" scenario.
- c. City will be reimbursed for the time network services are out of service to the impact on the City's operations. This can be accomplished in the form of billing credits.
- d. Bidder will present proposed network services percentage uptime for the most recent eighteen (18) months.
- e. Successful Bidder must notify the City by telephone or fax of any problems, present or foreseen in the network and present alternatives to not disrupt City operations. Successful Bidder must identify and present problem resolution and escalation procedures.

3.16 Trouble Reporting

Bidder must provide the City access to a 24-hour trouble reporting location, including an after-hours toll-free helpline for any questions the City may have. A toll-free helpline must be available to provide emergency operating instructions on difficulties and advice for corrective action to the failure in question, 24 hours a day, 7 days a week, 365 days a year.

3.17 Preventive Maintenance

Maintenance and service including regularly scheduled non-disruptive preventative maintenance work must be performed by the Contractor's designated service representatives only. The City must be advised with 24-hour advance notice of any network services maintenance activity which will require downtime of network facilities and/or services. Contractor and City will mutually determine when the desired maintenance window will occur.

3.18 Personnel Review

The City may require changes of Contractor's account representatives deemed to be in the best interest of City services. City reserves the right to review the qualification, experience and personal demeanor of service representatives as a whole or individually, performing services, and to reject any individual who, in the opinion of the City, is unsuitable for performance of services at the City's facilities.

3.19 Single Point of Contact for Account

Contractor must provide a single interface point for the coordination of this major account. Bidder must provide warranted resources in the area of sales, engineering, technical support, network services maintenance, operations, regulatory support and overall network services administration.

3.20 Affirmation of Service Department Qualifications

Contractor's service and maintenance support organization must have the necessary and warranted resources, including certified and trained technicians to support the proposed services. Bidder may have to provide the necessary background data for personnel scheduled to work in the Miami Beach Police facilities to obtain authorization to work on the premises.

3.21 Network Services Documentation

The following documentation must be update regularly, and provided to the City upon request at no additional cost:

- a. End-user guides for proposed services.
- b. Technical guides and manuals for proposed services.
- c. Complete technical service data including detailed troubleshooting guides, schematic diagrams, and parts lists as the network services was actually installed.

3.22 Service History Reports

Contractor is responsible for maintaining a record of all service, repair, and maintenance activities for the services provided and will provide City this information upon request. In addition, to internal systems that maintain trouble reports and resolution information, Contractor must maintain trouble logs onsite that minimally detail the date and time of the event, technician dispatched, when dispatched, when arrived onsite, diagnosis of problem, resolution and time when network services were restored. Service histories must be reviewed by Contractor as frequent as necessary, minimally monthly, to ensure a proactive approach that will avoid potential future problems and serve as a tool to enact preventive and corrective measures.

3.23 Monthly Network Service Reports

Contractor must be able to provide on-demand network service reports, at a minimum, that detail the following:

1. Network downtime.
2. Grade of service.
3. Network performance.
4. Bandwidth utilization
5. Traffic studies/analysis
6. Network problems/diagnosis/resolution.
7. Trouble clearing response time.

3.24 Service Management Reports

Contractor must provide a monthly statistically driven service management report, as required in a format to be mutually agreed upon. Information must include service call history, call completions by date and locations, response time, on-site repair time, network services uptime, customer satisfaction management surveys, etc. Contractor must provide sample reports.

3.25 Network Services

The network services proposed must meet or exceed the RFP specifications with regard to convenience, economy of use, efficiency, security, reliability, safety, performance and quality, particularly as these factors affect the result. Bidder must supply detailed specifications sheets for the specified network services. Alternate offers are to be supported by literature or a statement describing the network services differences, so that full consideration can be given to each of the options, and identified within TAB 3 herein.

Bid network services offered and installation of the same must meet all Federal, State, regional and local laws, ordinances, regulations and safety requirements. All Bidders are responsible for all applicable taxes, franchise fees and any and all applicable surcharge placed on the proposed network services by respective governing bodies at all levels. Bid prices will include all the above referenced costs.

3.26 Acceptance

Acceptance will be defined for the bid as conversion to the proposed network services, performance of all standard diagnostic tests to insure specified performance and stable operation of all network services as specified, proposed and accepted. The City and selected Bidder will mutually define and develop acceptance criteria for specific proposed Systems/Services/Solutions that, at a minimum, meet industry accepted standards in support of City specified, desire, and contracted for functionality.

Please describe your pre- and post-conversion testing policies and procedures and descriptive timeline for acceptance. Indicate estimated time to complete acceptance as defined above.

3.27 Local Access Charges

Bidder must explicitly agree to pass-through directly to the City, any reduction in local access charges as any such rate reduction is available.

3.28 Service Level Agreements

Bidders must explicitly identify the terms and conditions of the service level agreement appropriate for each service Bidder will provide, including the metrics to be used, the service

level(s) to be provided, and the recourse available to the City when the service level is not achieved and/or sustained/maintained.

3.29 Technology Changes/Business Downturn

The City requires both Technology and Business Downturn provisions.

3.30 Technology Change

The parties acknowledge that technological advancement and innovation, as well as federal and state regulatory and legislative actions, may introduce new competitive alternatives into the WAN marketplace, which may affect the continued competitiveness of the Agreement between the Bidder and the City. Accordingly, the parties agree to meet on or about the first anniversary of the City initial service date, or at such other time(s) as the City deems necessary, but not more than once in any rolling 12-month period, to discuss such competitive service alternatives and other technological or marketplace developments or to compare similarly situated customer tariffs. The City will cooperate in efforts to develop a mutually agreeable alternative Proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By way of example and not limitation, such alternative Proposals may include changes in rates, nonrecurring charges, revenue and/or volume commitments, discounts, the multi-year service period and other provisions. If the parties reach mutual agreement on an alternative, the Bidder will prepare and file any necessary tariff revisions, and or the parties will sign a contractual amendment to implement any mutually agreeable alternative Proposal, subject to all applicable legal and regulatory requirements. In the event no mutual agreement is reached, the City may terminate this agreement upon thirty (30) days' notice to the other party.

3.31 Pricing

Pricing shall be presented as an all-inclusive flat monthly rate per site for each service tier, as identified in Appendix B, with no additional design, installation, engineering, or service fees. All future sites added to the network will be at the service rate provided in Appendix B, with no additional costs accepted.

A4. Special Conditions

4.1 TERM OF CONTRACT. The term of the Agreement resulting from this RFP shall be for an initial term of three (3) years.

4.2 OPTION TO RENEW. The City, through its City Manager, will have the option to extend for one (1) two-year renewal term at the City Manager's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same cost, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.

4.3 COST ADJUSTMENTS. On or about the anniversary of each contract year, the contractor may request, and the city manager may approve, a cost adjustment based on documented cost increases for the following contract year. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Contractor's adjustment request must substantiate the requested

increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment or may terminate the agreement and readvertise for bids for the goods or services.

4.4 ADDITIONAL SERVICES. Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon successful negotiations and mutual consent of the contracting parties, and approval by the City Manager.

4.5 PROTECTION OF PROPERTY. The successful contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the successful contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the successful contractor, its employees or agents.

4.6 LICENSES, PERMITS AND FEES. The contractor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the contractor for failure to obtain required licenses, permits or fines shall be borne by the contractor.

4.7 EXAMINATION OF SITE RECOMMENDED. Prior to submitting its offer, it is advisable that the contractor visit the site of the proposed locations and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and or labor required. The contractor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

4.8 DEFICIENCIES IN WORK TO BE CORRECTED BY CONTRACTOR. The Contractor shall promptly correct all apparent and latent deficiencies and/or defects in work, and or any work that fails to conform to the contract documents regardless of project completions status. All corrections shall be made within fifteen (15) calendar days after such rejected defects, deficiencies and/or non-conformances are verbally reported to the Contractor by the City, who may confirm such verbal reports in writing. The Contractor shall bear all costs of correcting such rejected work.

4.9 FURNISH AND INSTALL REQUIREMENTS. The specifications and or statement of work contained within the solicitation will describe the various function and classes of work required as necessary for completion of any project. Any omission of inherent technical functions or classes of work within the specification and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required to the satisfactory completion of the project.

4.10 LICENSES, PERMITS AND FEES. The Contractor shall obtain and pay for all licenses, permits and inspection fees required for these projects; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated

herein. Damages, penalties and or fines imposed on the City or Bidder for failure to obtain required licenses, permits, shall be borne by the bidder.

4.11 SUBCONTRACTING. The contractor shall not enter into subcontracts for any of the work described herein, unless authorized in advance by the City. Strict adherence to this condition is required.

4.12 WORKMANSHIP AND MATERIALS. All parts installed and materials used in performance of this contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable Building Codes, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.

4.13 DAMAGES TO PUBLIC/PRIVATE PROPERTY. The bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the bidder, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

4.14 SAFETY MEASURES. Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of contractor shall be expected to wear safety glasses, appropriate clothing and hearing protection when and wherever applicable. The contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity – work shall cease until it is safe to proceed.

4.15 POOL OF PRE-QUALIFIED CONTRACTORS FOR ADDITIONAL SERVICES. The City may, at its sole discretion, establish a pool of qualified WAN contractor(s), from the list of responsive and/or awarded contractors, from which future improvement and/or additional projects may be solicited.

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APPENDIX B

MIAMI BEACH

Cost Proposal Form

Request for Proposals (RFP)
2023-628-LB
Wide Area Network and Internet
Connectivity Services

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

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the cost proposal form below represent the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

Group 1: Internet Connectivity

Item	Description	Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
A3	100 MegaBits per second (include port fee)	1	Each	\$	\$
A4	500 MegaBits per second (include port fee)	1	Each	\$	\$
A5	1 Gigabit per second (include port fee)	1	Each	\$	\$
A6	10 Gigabits per second (include port fee)	1	Each	\$	\$
A7	40 Gigabits per second (include port fee)	1	Each	\$	\$
¹GROUP 1 TOTAL					

¹Basis for allocation of cost points.

Group 2: Wide Area Network (WAN) Connectivity

Item	Description	Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
B3	100 MegaBits per second (include port fee)	1	Each	\$	\$
B4	500 MegaBits per second (include port fee)	1	Each	\$	\$
B5	1 Gigabit per second (include port fee)	1	Each	\$	\$
B6	10 Gigabits per second (include port fee)	1	Each	\$	\$
B7	40 Gigabits per second (include port fee)	1	Each	\$	\$
¹GROUP 2 TOTAL					\$

¹Basis for allocation of cost points.

MIAMI BEACH

Insurance Requirements

Request for Proposals (RFP)
2023-628-LB
Wide Area Network and Internet
Connectivity Services

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

MIAMI BEACH

TYPE 9 – CONSTRUCTION W/ DESIGN AND PROFESSIONAL SERVICES (INSTALLATION FLOATER) INSURANCE REQUIREMENTS

The Contractor shall maintain and require that their subcontractors maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- C. Automobile Liability Insurance covering any automobile, if Contractor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$2,000,000 combined per accident for bodily injury and property damage.
- D. Professional Liability (Errors & Omissions) Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- E. Installation Floater Insurance against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site, which is to be used (installed into a building or structure) in the Project. *(City of Miami Beach shall Named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)*
- F. Umbrella Liability Insurance in an amount no less than \$10,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.
- G. Contractors' Pollution Legal Liability *(if project involves environmental hazards)*, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.