

MIAMI BEACH

Request for Qualifications (RFQ) 2022-168-ND

Construction Engineering and Inspection (CEI) Services on an “As Needed” Basis

SOLICITATION SECTIONS:

- 0100 INSTRUCTIONS TO RESPONDENTS
- 0200 GENERAL CONDITIONS
- 0300 PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT
- 0400 PROPOSAL EVALUATION

APPENDICES:

- APPENDIX A SPECIAL CONDITIONS
- APPENDIX B SAMPLE CONTRACT
- APPENDIX C INSURANCE REQUIREMENTS

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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.

The City utilizes Periscope S2G (formally 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 RFQ. Any prospective Proposer who has received this RFQ by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

2. BACKGROUND

Adequate management of construction projects by City of Miami Beach departments requires the implementation of Construction Engineering and Inspection (CEI) services during construction. For specifics on the use of CEI services by the City, see Section 4, Statement of Work. The ability to have a rotating list of CEI firms available to provide these services for various City departments would enable the City to effectively and efficiently manage the construction phase of these projects. The scope of services describes and defines the CEI services required for contract administration, inspection, and materials sampling and testing for the construction projects.

3. PURPOSE.

For approximately five years, the City of Miami Beach (the City) has had an agreement for CEI services on an “as needed” basis. The current agreement expires on November 13, 2022. In order to consider a replacement agreement, this Request for Qualifications (RFQ) invites interested qualified firms to submit its proposals (in accordance with the requirements set forth herein) to provide various CEI services to the City on an “as needed” basis. Each firm awarded a contract pursuant to this RFQ will be placed on a professional CEI list where the City may call upon it to perform professional projects, as assigned by the City Administration. As the need for services arises, firms will be contacted to provide professional services according to a negotiated scope of work and cost. The City intends to select several firms under this RFQ, which will be contacted on an as-needed basis.

The services required under this RFQ are not under the purview of Section 287.055, Florida Statutes, commonly known as the Consultant’s Competitive Negotiation Act (CCNA).

4. STATEMENT OF WORK.

The Consultant’s Basic Services that may be provided under the Agreement entered into pursuant to this RFQ shall (at a minimum) consist of, but not be limited to, the following:

1. Administer the Construction Contract and monitor and inspect the work performed by the Contractor such that the Project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Construction Contract.
2. Resident Engineering Services - Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Services shall include maintaining the required surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the Project and properly document all project changes. The following services shall be performed:
 - a) **General Coordination:** The Consultant shall communicate daily or periodically with the City, the Design Consultant, and Contractor, as needed. They shall report on concerns related to the construction effort and activities. In addition, the Consultant shall also coordinate with the Public Information Officer (PIO) where notifications such as utility outages, road closures, etc., may be required. The Consultant shall

monitor and verify that the Contractor has made the required notifications to the utility owners, residents, and businesses as may be necessary.

- b) **Estimating Services:** Provide accurate cost estimates and schedules to avoid cost overruns and schedule slips. Prepare cost estimates and schedules by helping manage resources and supporting assessment and decision-making. Services may encompass a wide range of cost-related aspects of engineering and program management, particularly cost estimating, cost analysis/cost assessment, design-to-cost, schedule analysis/planning, and risk assessment.
- c) **Value Engineering Meetings:** The Consultant shall be expected to attend, participate, and provide cost estimating information at Value Engineering meetings between the City, the Design Consultant, and the Contractor for the Project.
- d) **Resident's Information Meetings:** The Consultant shall be expected to attend, address residents' concerns, participate, produce meeting minutes, and take a lead role in Resident Information Meetings with the City for the Project.
- e) **Pre-Construction Meetings:** The Consultant shall be expected to attend, participate, produce meeting minutes and take a lead role in Pre-Construction Meetings with the City, Design Consultant, and Contractor for the Project. The Pre-construction Meeting shall be scheduled once the City issues the first Notice-to-Proceed to the Contractor.
- f) **Weekly Construction Progress Meetings:** The Consultant shall attend, participate and take a lead role in weekly construction project meetings with the City, PIO, Design Consultant, and Contractor on the Project. These meetings shall serve as forums to review the status of construction progress, discuss construction issues, schedule and/or cost concerns, and potential changes or conflicts, review the status of shop drawing submittals and Construction Document clarifications and interpretations and resolve problems before they become critical. Consultant shall prepare weekly meeting minutes and distribute to all meeting attendees, review the two-week look ahead provided by the Contractor and provide comments or objections to written statements within the specified timeframe. The Consultant shall prepare detailed weekly reports that describe the construction activities, progress, incidents, and issues that have occurred on the construction site and distribute them to the attendees in advance of the weekly construction progress meetings.
- g) **Field Observations:** The Consultant shall conduct field observations daily throughout the duration of construction. Field observations may be provided jointly by the City and the Consultant. If and when necessary, the City shall provide part-time construction inspectors for the duration of the Project. The role of the City's construction inspectors shall be limited. The Consultant shall be present at the construction site daily during the Project's construction phase and shall be expected to be available, as needed, throughout the Contractor's workday.
- h) **Environment and Sustainability:**

Stormwater Permit - Verify that the Contractor conducts inspections, prepares reports, and monitors all stormwater pollution prevention measures associated with the Project. For each project that requires the use of the National Pollutant Discharge Elimination System (NPDES) General Permit, the inspector (at least one) should have completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors." The Consultant's inspector shall be familiar with the requirements outlined in the FEDERAL REGISTER, Vol. 87, No. 15, Monday, January 24, 2022, pages 3522 to 3532 "National Pollutant Discharge Elimination System (NPDES) 2022 Issuance of General Permit for Stormwater Discharges From Construction Activities" and 62-621.300 F.A.C. The City's

regulations for sediment and erosion control and pollution prevention must be followed regardless of NPDES General Permit status (See City of Miami Beach Municipal Code, Chapter 46, Article X).

Construction and Demolition Debris Management - The consultant shall help ensure proper construction and demolition (C&D) debris management.

- i) **Specialty Design Consultant Site Visits:** The Consultant shall monitor the number of specialty site visits requested by the Contractor or City and conducted by the Design Consultant. When it becomes evident that a specialty site visit from the design Engineer of Record (EOR) shall be required, the Consultant shall notify the EOR to discuss and schedule a mutually acceptable time for meeting at the construction site.
- j) **Daily Reports:** The Consultant shall prepare daily reports on the same date as construction occurs to record the daily performance of the Contractor as well as other significant construction-related matters. The Consultant shall upload daily reports to e-Builder™, the City's document management system. At the end of each day or the beginning of the following day, the Consultant shall forward the original daily reports to the City for review. The Consultant shall maintain and electronically file of the daily reports for reference. The daily reports shall include records of when the Contractor is on the job-site, general field observations, weather conditions, change orders, changed conditions, list of job site visitors, daily drilling and testing activities, testing results, testing observations, and records of the outcome of tests and inspections. At a minimum, the daily reports shall contain the following information:
- Weather and general site conditions
 - Contractor's workforce counts by category and hours worked
 - Description of Work performed, including location
 - Equipment utilized
 - Names of visitors to the jobsite and reason for the visit
 - Tests made and results
 - Construction difficulties encountered and remedial measures taken
 - Significant delays encountered and apparent reasons why
 - Description of (potential) disputes between the Contractor and City
 - Description of (potential) disputes between the Contractor and residents
 - Summary of additional directions that may have been given to the Contractor
 - Detailed record of materials, equipment, and labor used in connection with extra work, or where there is reason to suspect that the Contractor may submit a claim or request for Change Order
 - Summary of any substantive discussions held with the Contractor and/or City
 - Summary of nonconforming work referenced to corresponding Non-Compliance Notice
 - A log of photographs taken
- k) **Photographic Record:** Consultant shall provide a photographic record of the overall construction progress, beginning with pre-construction documentation, following with ongoing construction documentation, and ending with post-construction documentation. Photographs shall be digital snapshot type taken to define the progress of the Project and shall be filed electronically by month in e-Builder™, the City's document management system, labeled by date, time, and location. The Consultant shall upload all photos to the e-Builder™ document management system on a weekly basis.
- l) **Adherence to Construction Documents:** The Consultant shall review materials and workmanship of the projects and report to the City any deviations from the Construction Documents that may come to the Consultant's attention. Consultant shall determine the acceptability of the work and materials and, in concert with the Design Consultant (as necessary), make recommendations to the City to reject items not meeting the requirements of the Construction Documents.

- m) **Delivery of Unaccepted Materials to Jobsite:** As new materials are delivered to the jobsite, the Consultant shall check the material's certifications and samples and verify that an approved shop drawing was submitted for the material in question. If it is determined that a submittal has not been approved, the Consultant shall immediately notify the City and issue a Non-Compliance Notice. In conjunction with the Design Consultant (as necessary), the Consultant shall direct and supervise the sampling and testing of materials performed by the City's independent testing laboratory. The Consultant shall maintain test report logs which shall be submitted to the City for review and uploaded to e-Builder™, the City's document management system, on a weekly basis. Consultant shall also review invoices submitted by the independent testing laboratories and recommend payment by the City.
- n) **Shop Drawing Submittals:** The Consultant shall review shop drawings and product approvals throughout the construction period for familiarity prior to delivery of materials. Consultant shall verify that the Contractor maintains a submittal log, conducts timely submittals, and uploads approved shop drawings to e-Builder™, the City's document management system.
- o) **Issuance of Non-compliance Notices:** The Consultant shall be responsible for notifying the City when they become aware of a condition that is believed to be in non-compliance with Construction Documents. Anytime the Consultant notices a potential construction problem or a condition that could result in non-complying materials, equipment, or workmanship, the Consultant will need to determine whether the condition poses an immediate threat to public health or safety.
 - 1) If a condition does not pose a threat to public health or safety, immediate verbal notification or "Pre-Noncompliance Notice" of the potential non-compliance should be made to the Contractor and the City. This verbal notice shall be documented in the Consultant's daily report, as well as an email to the Contractor with a copy to the City's Project Coordinator advising the Contractor of potential construction problems, errors, or deficiencies that can be promptly resolved and do not warrant a Non-compliance Notice. If the Contractor fails to respond to the verbal notification within a reasonable timeframe, the Consultant shall notify the City and the City's Projects Coordinator and shall issue a written Non-compliance Notice.
 - 2) If a condition poses an immediate threat to public health or safety, the Consultant shall notify the Contractor and City immediately, and the City's Projects Coordinator shall issue a Non-compliance Notice to the Contractor. Non-compliance Notices shall include a description of the Work that does not meet the construction contract requirements, along with a required timetable for corrective work to be implemented by the Contractor. Other items that should be included in the Notice include a reference to the provision of the Construction Documents that have been violated.
- p) **Damage to Existing Facilities:** The Consultant shall identify any existing facilities damaged by the Contractor and verify that the Contractor has notified the respective owner(s). The Consultant shall include a record of such occurrences in the daily reports.
- q) **Change Orders:** Consultant shall perform an independent review of any Change Orders submitted by the Contractor and provide a written statement noting recommendation for approval or denial of the Change Order to the City. If recommended for approval, the Consultant shall note if the requested cost and schedule impacts are fair and reasonable. The Consultant shall be responsible for maintaining a Change Order log and uploading approved Change Orders to e-Builder™, the City's document management system. The Consultant shall also participate in change request review meetings with City and Contractor to resolve and/or negotiate the equitable resolution of request.
- r) **Requests for Information/Construction Document Clarification (RFIs/CDCs):** When RFIs and CDCs involve design issue interpretations, the Consultant shall coordinate with the Design Consultant, as needed, to resolve the Contractor's Requests for Information, Construction Document Clarifications, Field Orders, and other related correspondence. The Consultant shall also be responsible for verifying that the

MIAMI BEACH

Design Consultant is providing a written response to RFIs and CDCs in a timely manner and for processing, logging, and distributing all RFIs/CDCs. Consultant shall upload all RFI and CDC responses to e-Builder™, the City's document management system.

- s) **Schedule:** Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays shall be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in the contract documents.
- t) **Pay Requisitions:** Consultant shall verify Contractor's pay requisition quantities and sign-off on all pay requisition quantities in the field. Consultant shall be responsible for reviewing with the Contractor the monthly payment requisition to confirm the status of completed and uncompleted work and stored materials. The Consultant shall advise the City of quantities being approved for subsequent concurrence for payment purposes. Payment requisitions shall only be approved by the City.
- u) **Equipment Tests and Systems Start-up:** Consultant shall be responsible for coordinating various tests for quality control on the projects; verifying that equipment tests and systems start-up are conducted in the presence of appropriate personnel; and that the Contractor is maintaining adequate records thereof. Consultant shall observe, record, and report appropriate details relative to the test procedures and start-up.
- v) **Record Drawings:** Consultant shall monitor that record drawing mark-ups are properly maintained by the Contractor. The Consultant shall review the record drawing mark-ups as deemed necessary by the City. Contractor's failure to maintain the record drawings in up-to-date condition may be deemed grounds for withholding Contractor's monthly payment requisitions until the record drawings are brought up to date. The Consultant shall notify the City if it considers the mark-up documents insufficient. The City shall make the final determination of payment withholding.
- w) **Safety:** Consultants shall be expected to recognize a hazard that any reasonable non-safety professional might be expected to recognize. In addition, those safety obligations extend only to recognizable hazards that the Consultant may note while in the normal conduct of onsite business.

If a situation presents itself, the following procedures should be followed:

- Immediately direct personnel to remove themselves from the apparent danger.
- Notify the Contractor's superintendent of the apparent condition that caused the concern and that the affected personnel was directed to remove themselves accordingly.
- Notify the Contractor of the situation that arises concern, both in writing and verbally.
- Issue a written Notice of Noncompliance stating that the Contractor should take immediate action as it deems necessary to correct the deficiency/condition.
- Write a full report in the Daily Report on the condition found to be unsafe, all actions taken, and correspondence written, including times and names.
- Take photographs of the concern.
- If the Contractor does not make corrections, the Consultant should notify the City.
- The Consultant shall review the situation with the City for further direction.
- The condition and all conversations and correspondence shall be recorded in the Consultant's Daily Report.

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- In the case of a construction-related accident, Consultant shall notify the City of the accident. Consultant shall direct the Contractor to prepare an accident report with a copy forwarded to the City.
- x) **Quality Control:** The Consultant shall review and monitor the Contractor's adherence to an acceptable quality control program submitted by the Contractor prior to the issuance of the second Notice-to-Proceed by the City. This program shall describe the Contractor's quality control, organizational procedures, documentation controls, and processes for each phase of the work. Quality control during construction shall be the Contractor's responsibility; however, oversight and ensuring the Contractor complies with applicable jurisdictional construction standards shall be enforced on the City's behalf by the Consultant.
- y) **Proceeding with Disputed Work:** In the event that an agreement cannot be reached on a Change Order, the Contractor must carry on the work and adhere to the project schedule in accordance with the construction contract general conditions. The Consultant shall log all forced work efforts related to disputed change order on a Forced Work Daily Log Reports, which shall be signed and dated by the Consultant and the Contractor's representative at the completion of each workday. The Consultant shall forward copies of this form to the City for record purposes.
- z) **Maintenance of Traffic (MOT):** The Contractor shall provide the Consultant, City, and Design Consultant with approved copies of its MOT at the Pre-Construction Meeting for general information purposes. It shall be the Consultant's responsibility to verify compliance with the MOT in the field.
- aa) **Contractor Request for Services:** When the Contractor requires services from the City for issues such as water main shutdowns, tie-ins to existing water mains, special regulatory inspections, etc., a request shall be made in writing by the Contractor and forwarded by the Consultant to the City, a minimum of three working days prior to when required.
- bb) **Substantial Completion:** When the Contractor considers that the Work has reached Substantial Completion, the Contractor shall notify the Consultant, who shall verify that the work has progressed to the Substantial Completion point in accordance with the Construction Documents. If the Consultant agrees, the Consultant shall contact the City to agree on a schedule for conducting a Substantial Completion "walk-through" inspection of the Work. Consultant shall attend and participate in the Substantial Completion "walk-through," perform a Substantial Completion inspection with the Contractor, Design Consultant, and the City, and prepare a master punch list that describes items remaining to be completed. This master punch list shall be attached to the certificate of Substantial Completion.
- cc) **Final Completion and Project Closeout:** When the Contractor considers that the Work has reached Final Completion, the Contractor shall notify the Consultant, who shall verify that the work has progressed to the Final Completion point in accordance with the Construction Documents. If the Consultant agrees, the Consultant shall contact the City to agree on a schedule for conducting a Final Completion "walk-through" inspection of the Work. Consultant shall attend and participate in the Final Completion "walk-through" and perform a Final Completion inspection with the Contractor, Design Consultant, and the City. If the work is determined to be incomplete, the Consultant and other attendees shall each develop a punch list of items requiring completion or correction prior to consideration of final acceptance of each project which shall be forwarded to the Contractor by the Consultant for the Project. Consultant shall complete all necessary close-out and construction completion forms and documentation in coordination with the City for the Project. The Consultant shall work with the Design Consultant and the Contractor, as necessary, to ascertain materials required for the closeout binder, as required by the City, and review the Operation and Maintenance manuals for each project for completeness prior to forwarding documentation to the City. Once all parties determine the work is complete and the Contractor has delivered all close-out documentation to the City, the Consultant shall prepare a Final Certificate for Payment. The Consultant shall be responsible for providing final certifications based on the entire scope of work for the Project.

- dd) **Consultant and Design Consultant Relationship:** The services outlined herein are intended to provide support to both the City and the Design Consultant during the Project's construction phase. The Consultant shall perform the services outlined in this Agreement under the supervision and contractual directives of the Project Coordinator and shall refer all matters pertaining to this Agreement to the City. In matters relating to the design concept and constructability thereof, the Consultant shall conduct this scope of services under the technical directives issued by the Design Consultant such that the Design Consultant's EOR can provide final certification of the design components at Project Closeout.
3. Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. The personnel shall be qualified by experience and education. Submit in writing to the City for review and approval the names of personnel proposed for assignment to the Project, including a detailed resume for each. The City reserves the right to have Consultant's personnel removed and substituted from the Project if the employee's conduct or performance is detrimental to the Project. The City reserves the right to request periodic rotation of field personnel.
 4. The Consultant shall furnish the City with a Quality Assurance (QA) Plan within 15 calendar days after the award of this agreement. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Significant changes to the work requirements may require the Consultant to revise the QA Plan. The consultant shall be responsible for keeping the plan current with the work requirements. The Plan shall include, but not be limited to:
 - Consultant's QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities, and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
 - Methods used to monitor and achieve organization compliance with Agreement requirements for services and products.
 - Outline the types of records which shall be generated and maintained during the execution of the QA program.
 - Methods used to control subconsultant and vendor quality.
 - An officer of the Consultant firm shall certify that the inspection and documentation were done according to specifications, plans, City standards, and City procedures.
 - Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken.
 5. Provide assistance in preparing for arbitration hearings or litigation during the Agreement time in connection with the construction project covered by this Agreement.
 6. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
 7. Provide services determined necessary for the successful completion and closure of the Construction Contract.
 8. Provide Post construction claims review – The Consultant shall analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim.
 9. The Consultant may be asked to provide all or some construction engineering and inspection services, including inspectors, construction managers, and/or construction administration staff for City Right-of-Way construction projects.

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5. ANTICIPATED RFQ TIMETABLE.

The tentative schedule for this solicitation is as follows:

RFQ Issued	May 6, 2022
Pre-Proposal Meeting	May 19, 2022 @ 9:00 a.m. 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: XXX XXX XXX#
Deadline for Receipt of Questions	June 2, 2021 @ 5:00 p.m. ET
Responses Due	June 20, 2022 @ 3:00 p.m. ET To join on your computer or mobile app Click here to join the meeting Or call in (audio only) (1) Dial the TELEPHONE NUMBER: 1 786-636-1480 (Toll-free North America) (2) Enter the MEETING NUMBER XXX XXX XXX#
Evaluation Committee Review	TBD
Tentative Commission Approval	TBD
Contract Negotiations	Following Commission Approval

6. PROCUREMENT CONTACT.

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

Procurement Contact: Natalia Delgado Telephone: 305-673-7000 x26263 Email: NataliaDelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via email at: 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 0100-5. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

7. 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. Proposers 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: XXX XXX XXX#

Proposers who are participating should send an email to the contact person listed in this RFQ expressing their intent to participate.

8. 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 *Periscope S2G*. Any prospective proposer who has received this RFQ by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* 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.

9. 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

10. 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).

11. 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.

12. 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 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 Manager 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 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.

13. 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.

14. 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.

15. PERISCOPE S2G (FORMERLY BIDSINC). 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.

16. 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

17. 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/>.

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). 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 proposer 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 Periscope S2G 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 (submitted electronically).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically) with the bid and by the deadline for submittals shall render a proposal non-responsive. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically), 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 Periscope S2G.

TAB 1	Cover Letter & Table of Contents
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<p>Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation. The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee's review.</p>
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TAB 2

Experience & Qualifications of the Firm and Team

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. Submit at least five (5) projects that demonstrate expertise in providing CEI services to other governmental organizations or public entities within the last ten (10) years. For each project submitted, the following is required.

- project name,
- project description,
- agency/client name,
- agency/client contact,
- contact telephone & email, and
- year(s) and term of engagement.

For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2 Qualifications of Proposer Team. Provide an organizational chart of all the prime proposer's personnel, each team members' qualifications and the role that each team member will play in providing the services detailed herein. A resume of each individual, including education, licensure, relevant experience, and any other pertinent information, shall be included for each respondent team member to be assigned to this contract.

2.2.1 Project Experience. For each team member, include information for at least five (5) projects that demonstrate expertise in providing CEI services to other governmental organizations or public entities within the last ten (10) years. For each project submitted, the following is required.

- project name,
- project description,
- agency/client name,
- agency/client contact,
- contact telephone & email, and
- year(s) and term of engagement.

TAB 3

Approach and Methodology

Submit detailed information on the approach and methodology that the Proposer and its team have utilized on previous engagements to accomplish a similar scope of work, including detailed information, as applicable, which addresses, but need not be limited to, its approach and methodology to the following areas of work:

- General Inspection Services;
- Stormwater Permit Compliance;
- Delivery of Unaccepted Materials to Jobsite;
- Issuance of Non-compliance Notices;
- Schedule Analysis;
- Safety Procedures; and
- Maintenance of Traffic (MOT) Compliance.

SECTION 0400

PROPOSAL EVALUATION

1. EVALUATION OF PROPOSALS. All responsive proposals will be evaluated in accordance with this section. If more than one proposal is received, the City Manager may appoint an Evaluation Committee to consider and provide feedback on the qualitative factors of each proposal. 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. In the evaluation of proposals, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. Failure to provide the requested information within the time prescribed may result in the disqualification of proposal.

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

Qualitative Criteria	Maximum Points
Experience and Qualifications	70
Approach and Methodology	30
TOTAL AVAILABLE POINTS for Qualitative Criteria	100
Quantitative Criteria	Maximum Points
Veterans Preference	5
TOTAL AVAILABLE POINTS for Qualitative and Quantitative Criteria	110

3. 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 12. 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.

4. QUANTITATIVE CRITERIA. 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

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

	Proposer A	Proposer B	Proposer C	
Committee Member 1	Qualitative Points	82	74	80
	Quantitative Points	5	5	0
	Total	87	79	80
	Rank	1	3	2

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Committee Member 2	Qualitative Points	82	85	72
	Quantitative Points	5	5	0
	Total	87	90	72
	Rank	1	2	3
Committee Member 2	Qualitative Points	90	74	66
	Quantitative Points	5	5	0
	Total	95	79	66
	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

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Special Conditions

2022-168-ND
CONSTRUCTION ENGINEERING AND
INSPECTION (CEI) SERVICES ON AN
“AS NEEDED” BASIS

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

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1. **Term of Contract.** It is expected that any resulting agreement shall be valid for a term of three (3) years from the effective date. The contract could be extended for an additional two (2), one (1) year terms, at the sole discretion of the City Manager.
2. **Additional Terms or Conditions.** This RFQ, including the attached 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.
3. **Change of Project Manager.** A change in the Consultant's project manager (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 officer 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).
4. **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.

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APPENDIX B

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Sample Contract

2022-168-ND
CONSTRUCTION ENGINEERING AND
INSPECTION (CEI) SERVICES ON AN
“AS NEEDED” BASIS

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

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APPENDIX C

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Insurance Requirements

2022-168-ND
CONSTRUCTION ENGINEERING AND
INSPECTION (CEI) SERVICES ON AN
“AS NEEDED” BASIS

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

INSURANCE REQUIREMENTS

The vendor shall 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 \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.
- D. Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000.

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 – Vendor 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.

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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 vendor of his liability and obligation under this section or under any other section of this agreement.

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