

Request for Qualifications (RFQ)
2023-014-DF
Police Off-Duty Scheduling Software

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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

The City’s Police Department frequently receives requests from local businesses and other private entities to provide hourly police services or off-duty detail. The off-duty detail services provide a stream of revenue funds for the City and an extra source of income for the assigned police officers. The Department offers four (4) off-duty detail options, which include:

1. Temporary Off-Duty Details for short-term and non-repetitive events, which usually occur on short notice.
2. Permanent Off-Duty Details for repetitive events involving the same entity.
3. Special Event Off-Duty Details for infrequent, one-time, or annual events, which require a City permit and may involve a large number of people and the use of City property, streets, and parks.
4. Still Photography/Film requests.

In 2019, the City entered into a three (3) year contract with PowerDetails through a competitive quote process. The contract with PowerDetails has since expired and the Department is currently using an antiquated legacy system, Paradox, while it seeks a new solution by means of successful negotiations with the successful proposer to this RFQ.

3. PURPOSE.

Through this RFQ, the City seeks proposal from well-qualified firms that can provide an off-duty management system (the "System"). The proposed System must be able to obtain work requests, send quotes to customers, schedule officers, receive payments, and interface with Tyler Technologies Munis ERP software and UKG Kronos Telestaff as the City's current on-duty scheduling solution. In addition, the proposed System must be accessible from desktops, laptops, tablets, and mobile devices. It must also be able to manage off-duties jobs in accordance with current practices and guidelines of the Department's collective bargaining agreements, policies and procedures, and rules and regulations. The City will consider qualifications in accordance with the submittal requirements included in Section 0300 and may negotiate an agreement with the firm deemed to be most qualified. All proposals will be evaluated in accordance with Section 0400.

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

| | |
|-----------------------------------|-------------------------------|
| RFQ Issued | February 23, 2023 |
| Pre-Proposal Meeting | TBD |
| Deadline for Receipt of Questions | TBD |
| Responses Due | TBD |
| 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: | Telephone: | Email: |
| Danny Flores | (305) 673-7000, Ext. 26652 | DannyFlores@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 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:

TBD

Proposers who are participating should send an e-mail 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/>.

16. BINDING CONTRACT. The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission, or as delegated by the City Commission. Said award shall constitute a binding Contract between the City and the awarded bidder(s). In case of default on the part of the successful bidder, after said award, the City may take such action as it deems appropriate, including legal action, for damages or specific performance. The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted the by bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

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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, proposer 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 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 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 (submitted electronically).
2. Failure to comply with the Minimum Eligibility Requirements (if applicable).

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, and Minimum Qualification Requirement |
| 1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation. | |

1.2 Minimum Requirement(s).

1.2.1 The Bidder or its principal(s) must have a minimum of three (3) contracts managing and administering police extra/off-duty detail scheduling software with other government law enforcement agencies within the last five (5) years.

1.1 Submittal Requirement: For each contract that complies with the requirement above, submit the name, detailed contract description, start and completion dates, contract agency, and project contact information (phone and email).

TAB 2 Experience and Qualifications

2.1 Qualifications of Proposing Firm. Provide evidence that the proposed solution is an established, proven System explicitly designed to meet the needs defined herein and used by public sector agencies successfully.

For each project that the Proposer submits as evidence of experience for the firm or any principal, the following is required: 1) project description, 2) application solution furnished & implemented, 3) agency name, 4) agency contact, 5) contact telephone & email. For each project, identify whether the experience is for the firm or a principal (include the name of the principal).

2.2 Qualifications of Proposer 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, including but not limited to System development, installation, implementation, data migration, training, and support of the software product and each team members' qualifications. Each individual's resume, including education, experience, and other pertinent information, shall be included for each team member to be assigned to this contract.

2.3 Subcontractor(s). Describe the services that the Proposer would perform directly and those portions, if any, that are subcontracted. Identify all subcontractors the Proposer anticipates using in connection with this project.

TAB 3 System Capabilities

Submit detailed information on the following System capabilities. Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed product.

Submit detailed information on the proposed System and technical information which addresses, but need not be limited to, the below listed expectations:

- 3.1** The System shall operate on a secure online platform that enables clients to request officers and the ability for officers to respond to requests to fill off-duty jobs.
- 3.2** Agent attended customer support (toll free) during regular business hours, Monday through Friday, 8:00 am to 5:00 pm Eastern time.
- 3.3** For cases of system failure or security compromise, provide an emergency contact in which a live response from technical support is provided within 90 minutes.
- 3.4** Ability to create cost estimates (quotes) for the requestor before the request is filled, including calculating job coordination fees based on selectable job criteria (e.g., as total number of scheduled job hours or minimum per-job rate).
- 3.5** Ability to handle multiple categories of assignments, such as temporary, permanent, or special event details.

- 3.6 Ability to pre-select personnel for a job.
- 3.7 Ability to quote and charge different pay rates depending on job type or specific calendar dates (e.g., holidays), and apply different pay rates based on rank and department rules.
- 3.8 Ability to apply defined hourly and/or flat rates for the use of specific assets (specific vehicle type, vessels, K-9 or other).
- 3.9 Ability to handle job cancellations automatically and make all appropriate notifications.
- 3.10 Ability to apply minimum hourly pay or fee if a job is canceled before a defined timeframe.
- 3.11 Ability to account for personnel leaving jobs to respond to on-duty emergencies or to attend court appearances, and then returning to the job once completed.
- 3.12 The System should include a robust notification system based on user preference (Text, email, phone calls, etc.).
- 3.13 Ability to integrate with authorize.net (City's current payment processing System).
- 3.14 Ability to interface with City enterprise financial System (Tyler Technologies - Munis).
- 3.15 Ability to interface with the current personnel management System for on-duty scheduling (UKG Kronos Telestaff).
- 3.16 The System should generate standard reports of customer payments, financials, and outstanding invoices, as well as agency-defined, and custom ad-hoc reporting capabilities.
- 3.17 The System should include robust auditing tools and audit trail logs for all functions and transactional data. The System must be able to hire/employ personnel from outside agencies and identify them by a unique employee or vendor number as defined by the Police Department.
- 3.18 Ability to maintain a detailed customer database and handle multiple independent jobs for the same customer simultaneously. The System must be able to integrate with the City of Miami Beach active directory for single sign-on functionality.
- 3.19 Ability to define and enforce employment requirements and limitation rules based on specific training, specialty, and expertise (SWAT/K9/Motors/Traffic Certified) categories.
- 3.20 Ability to calculate job coordination fees based on selectable job criteria such as total number of scheduled job hours or minimum per-job rate.
- 3.21 Ability to process cancellations of assigned personnel and allow job openings to be re-offered for fulfillment. Jobs must remain the responsibility of the initially assigned personnel until another accepts the offer.
- 3.22 Detail any other relevant functionality of the proposed system.

Continued on next page.

TAB 4 Approach and Methodology

Submit detailed information addressing how the proposed System will achieve each portion of the scope of services and technical requirements outlined in Tab 3 - System Capabilities, including but not limited to project planning and implementation (4.1), training (4.2), and maintenance/support information (4.3):

4.1 Project Planning and Implementation Information

4.1.1 Provide a complete sample project plan for this System. Include your firm's approach to project management, implementation, migration, and training issues. Describe the implementation strategy that would be employed to successfully complete the project as well as meet the requirements of the City within the required timeline.

4.1.2 Include a sample project schedule based on the above project plan. Indicate the significant "milestones" in a project of this nature and magnitude.

4.2 Training Information

4.2.1 Describe the training program approach for the City. Include Administrator, Power User, Read Only and Full User roles; including in-house training ("Live");

4.2.2 Describe all training manuals and formats available. Describe other methods or training available to City users.

4.2.3 Provide all available training methods (e.g. in-person, virtual, "train the trainer") available to the City

4.3 Maintenance/Support/Warranty Information

4.3.1 Describe the levels and types of ongoing System support and maintenance provided by your firm. Specify the current version of your system, next major upgrade, how often the system is upgraded, and how the upgrades are accomplished.

4.3.2 Indicate how support would be provided to our location (hotline telephone support, email, on-site, helpdesk, etc.). Describe the support escalation process should initial methods of support not adequately address the issue(s).

4.3.3 Describe software and services warranty coverage. Provide any available Service Level Agreement(s) ("SLA") for the City's consideration.

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SECTION 0400

PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions. City staff will assign points for the quantitative criteria. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

- a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.

- b. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Qualitative Criteria. Responsive proposals shall be evaluated by the Evaluation Committee in accordance with the following criteria.

| Qualitative Criteria | Maximum Points |
|--------------------------------------|-----------------------|
| Experience and Qualifications | 30 |
| System Capabilities | 35 |
| Approach and Methodology | 35 |
| TOTAL AVAILABLE STEP 1 POINTS | 100 |

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

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

4. Determination of Final Ranking. The sum of qualitative and quantitative scores 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 | 10 | 5 | 0 |
| | Total | 92 | 79 | 80 |
| | Rank | 1 | 3 | 2 |
| Committee Member 2 | Qualitative Points | 82 | 85 | 72 |
| | Quantitative Points | 10 | 5 | 0 |
| | Total | 92 | 90 | 72 |
| | Rank | 1 | 2 | 3 |
| Committee Member 2 | Qualitative Points | 90 | 74 | 66 |
| | Quantitative Points | 10 | 5 | 0 |
| | Total | 100 | 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 Evaluation Committee process do not represent an award recommendation. The City Manager will utilize the results of the committee process, as well as any other information he deems appropriate to develop his award recommendation to the City Commission, which may differ from the Evaluation Committee process ranking.

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APPENDIX A

MIAMI BEACH

Special Conditions

2023-014-DF

Police Off-Duty Scheduling Software

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

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this RFQ shall be for an initial term of five (5) years.
2. **OPTION TO RENEW.** The City Manager may approve additional renewal periods to be negotiated with the successful proposer.
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. **NEGOTIATIONS.** Upon approval of selection by the City Commission, negotiations between the City and the selected Consultant will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services.
5. **COMPETITIVE SPECIFICATIONS.** It is the goal of the City to maximize competition for the project among suppliers & contractors. Consultant shall endeavor to prepare all documents, plans & specifications that are in accordance with this goal. Under no condition shall Consultant include means & methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.
6. **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).
7. **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.

APPENDIX B

MIAMI BEACH

Sample Contract

2023-014-DF
Police Off-Duty Scheduling Software

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

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

APPENDIX C

MIAMI BEACH

INSURANCE REQUIREMENTS

2023-014-DF

Police Off-Duty Scheduling Software

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

**TYPE 7 – Professional Services -
(Non-Construction)
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. Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$3,000,000.
- D. Cyber Liability with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

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.

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.