

Request for Qualifications (RFQ) 2023-043-WG
ELECTRIC VEHICLE CHARGING STATIONS

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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 and Blink Network, LLC entered into an agreement pursuant to RFP 2015-177-JR for a self-service electric vehicle charging station services program for the City’s parking facilities, effective November 2, 2016. The initial term of the Agreement was for a period of five (5) years, with two (2) additional one-year renewal terms. The present Agreement with Blink Network, LLC is scheduled to expire on November 1, 2023.

Self-service electric vehicle charging stations facilitate the use of electric vehicles (EVs) due to the limited range of current EVs and their need to recharge periodically. The availability of strategically placed charging stations throughout the City provides greater convenience and further promotes the use of EVs. Benefits to the City include improved air quality, quieter and more livable streets, and decreased dependency on fossil fuels.

The City is dedicated to providing environmentally friendly service programs, including hybrid vehicle parking incentives, bicycle sharing, and maintaining and expanding the number of electric vehicle charging stations at municipal parking facilities.

The City’s goals and objectives are to promote a vision to make electric vehicles a part of daily life for residents and visitors. This program is to be accessible to the maximum number of people in the most cost-efficient manner to promote electric vehicle use and conversely decrease local motor vehicle use.

3. PURPOSE. This Request for Proposals (RFP) is actively seeking proposals from qualified electric vehicle charging station distributors/operators/manufacturers to install, operate, and maintain Alternating Current (AC) Level 2 and/or Direct Current (DC) Fast Charge (high-current charging) electric vehicle charging stations for the City of Miami Beach Parking System, in accordance with the terms, conditions, and specifications contained in the RFQ.

Scope and cost proposals should not be submitted and will not be considered as part of this RFQ. The City may negotiate with the bidder(s) deemed, in the City’s sole discretion, to be best qualified for scope, terms and cost/revenue of an agreement for electric vehicle charging stations.

4. STATEMENT OF WORK REQUIRED. The City intends to enter into a non-exclusive contract for the installation, operation, and maintenance of self-service AC Level 2 and/or DC Fast Charge electric vehicle charging stations for public use in municipal parking facilities, including but not limited to parking garages and surface lots. The City will negotiate with the selected Proposer(s) a program that would enable the public to utilize AC Level 2 and/or DC Fast Charge electric vehicle charging stations that are open to all drivers without requiring a subscription. Services would be provided on a 24-hour, 365-day-a-year (full-time) basis with sufficient resources and personnel to successfully support and maintain the program. The City wishes to preserve flexibility for itself in maintaining/expanding its EV charging station program.

It is anticipated that the electric vehicle charging station program include the following networking capabilities and benefits:

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- Electric Vehicle universal charging station infrastructure for AC Level 2 and/or DC Fast Charge that is open to all drivers without requiring subscription.
- Provide AC Level 2 charging that transfers 240 volts (up to 19.2 Kw) of electricity from the electrical grid to vehicle batteries (recharging vehicles faster than AC Level 1) and/or DC fast charging that transfer a high voltage (typically 400-500 volts or 32-100Kw, depending on the electrical current) of direct current to vehicle batteries.
- A revenue stream to pay for electricity, capital equipment, operation and maintenance.
- Ability for drivers to pay for EV charging without the creation of an account or membership.
- Ability for drivers to find charging stations via web enabled cell phones, using company app or website.
- Ability to find charging stations through popular EV charging station mapping services such as PlugShare, ChargeHub, and the Alternatives Fuels Data Center's Station Locator.
- Notification by SMS, text or email when charging is complete.
- Authenticated access to eliminate energy theft.
- Authorized emergencies for safety where the proposer should provide a detailed account of their system's safety measures; user instructions; user preventive safety measures; and user instructions in case of emergencies.
- Remote monitoring and diagnostics for superior quality of service.
- Real-time status of charging stations (in-use, offline, needs service, etc.)
- Smart Grid integration for utility load management with future Vehicle-to-Grid (V2G) capabilities when feasible.
- Green House Gas emissions savings calculations per vehicle.
- Comply with Miami-Dade County/Miami Beach Building Codes and electrical codes.
- Comply with the relevant regional or local standards for electrical connectors, such as SAE Surface Vehicle Recommended Practice J1772, SAE Electric Vehicle Conductive Charge Coupler.
- Have network or internet addressable and be capable of participating in a demand-response program or time-of-use pricing to encourage off-peak charging.
- Provide at a minimum, quarterly reports of data collected for each charging station location and made available through a secure web interface, available for download/export to Excel/CSV which includes at least: reliability, total time of charging, total number of charging sessions, total energy use in kWh, energy demand in kW, and total fees collected.

The equipment/components can be listed by Underwriters Laboratories (UL) or any Nationally Recognized Testing Laboratory (NRTL) that meets the requirements of OSHA in 29CFR 1910.7 for the use of "Electric Vehicle Charging Stations".

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The City currently has charging stations located in the following facilities:

Current Location of EV Charging Station	Quantity
1900 Bay Road	2
1301 Collins- 13 th Street Garage	2
4166 Royal Palm Ave- 42 nd Street Garage	2
512 12 th Street- 12 th Street & Drexel Avenue Garage	2
1755 Meridian Avenue- City Hall Garage	2
640 17 th Street- 17 th Street Garage	2
1701 Convention Center Drive- Convention Center Loading Dock	2
1701 Convention Center Drive- Convention Center 4 th Floor	14
1701 Convention Center Drive- Convention Center 5 th Floor	14
224 23 rd Street- Collins Park Garage (G12) 340 23 rd St.	5

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

RFQ Issued	February 23, 2023
Pre-Proposal Meeting	March 7, 2023 at 10:00 am ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 916 525 649#
Deadline for Receipt of Questions	March 27, 2023 at 5:00 pm ET
Responses Due	April 5, 2023 at 3:00 pm ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 316 934 347#
Evaluation Committee Review	TBD
Tentative Commission Approval	TBD
Contract Negotiations	Following Commission Approval

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

Procurement Contact: William Garviso Telephone: 305 673-7490 Email: WilliamGarviso@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:

Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
 +1 786-636-1480 United States, Miami
 Phone Conference ID: 916 525 649#

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

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

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/>.

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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 (version 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.

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1.1 Cover Letter and Table of Contents. The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee's review. The cover letter must be signed by a principal or agent able to bind the firm.

1.2 Minimum Qualification Requirement. Bidder (defined as the Proposing Firm) shall have a minimum of three (3) year(s) experience providing self-service electric vehicle charging station services within the last five (5) years.

Required Submittals: For each qualifying project, submit project name, project description, start and completion dates, project contact information (phone and email).

TAB 2 Experience and Qualifications

2.1 Organizational Chart: An organizational chart depicting the structure and lines of authority and communication for all firms, principals and personnel involved in the project. Include information that describes the intended structure regarding project management, accountability and compliance with the terms of the RFQ.

2.2 Relevant Experience of Prime Proposer: Summarize projects where the Proposer and/or its principals have provided services similar to those described herein. For each project provide the following:

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

2.3 Relevant Experience of Sub-consultant(s)/Sub-contractor(s): Summarize projects where the Sub-consultant(s)/Sub-contractor(s) and/or its principals have provided services similar to those described herein. For each project provide the following:

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

TAB 3 Approach and Methodology

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

- A revenue stream to pay for electricity, capital equipment, operation, and maintenance.
- Ability for drivers to pay for EV charging without the creation of an account or membership.
- Ability for drivers to find charging stations via web-enabled cell phones.
- Ability to find charging stations through popular EV charging station mapping services such as PlugShare, ChargeHub, and the Alternatives Fuels Data Center's Station Locator.
- Notification by SMS, text, or email when charging is complete.
- Authenticated access to eliminate energy theft.
- their system's safety measures; user instructions; user preventive safety measures; and user instructions in case of emergencies.
- Remote monitoring and diagnostic for superior quality of service.
- Real-time status of charging stations (in-use, offline, needs service, etc.)

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- Smart Grid integration for utility load management with future Vehicle-to-Grid (V2G) capabilities when feasible.
- network or internet addressable and be capable of participating in a demand-response program or time-of-use pricing to encourage off-peak charging.
- proposed business model(s) that are advantageous to the end users as well as the City and promote the use of electric vehicles.
- reporting of data collected for each charging station location and made available through a secure web interface, available for download/export to Excel/CSV which includes at least: reliability, total time of charging, total number of charging sessions, total energy use in kWh, energy demand in kW, and total fees collected.
- Sharing available funding/grant opportunities that the City may apply for in collaboration with Proposer.

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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	50
Approach and Methodology	50
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

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Special Conditions

Request for Qualifications (RFQ) 2023-043-WG
ELECTRIC VEHICLE CHARGING STATIONS

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

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this RFP shall be for an initial term of seven(7) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for one (1) additional two-year period at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.
3. **ADDITIONAL SERVICES.** Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon successful negotiations and mutual consent of the contracting parties, and approval by the City Manager.
4. **PROTECTION OF PROPERTY.** The successful contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the successful contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the successful contractor, its employees or agents.
5. **LICENSES, PERMITS AND FEES.** The contractor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the contractor for failure to obtain required licenses, permits or fines shall be borne by the contractor.
6. **EXAMINATION OF SITE RECOMMENDED.** Prior to submitting its offer, it is advisable that the contractor visit the site of the proposed locations and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and or labor required. The contractor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.
7. **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.
8. **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.

9. **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).

10. **Sub-Consultants.** The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager or his designee (who in this case shall be an Assistant 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 the Consultant.

APPENDIX B

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Insurance Requirements

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ELECTRIC VEHICLE CHARGING STATIONS

**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

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. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor 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. Umbrella Liability Insurance in an amount no less than \$5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

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 Compliant Services
P.O. Box 947
Murrieta, CA 92564

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.