

Request for Qualifications (RFQ)
2024-303-WG

Job Order Contracting ("JOC") for Roofing or Electrical
Construction Projects

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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 ensure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

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 their qualifications, proposed scopes of work, and revenue Proposals (the "Proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions, and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFQ results in an award.

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 ensure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of Proposal submitted.

2. BACKGROUND. On October 16, 2019, the Mayor and City Commission approved the City Manager's recommendation to award contracts to 18 contractors pursuant to ITB 2019-257-KB for job order contracting services – various trades. The Agreements are presently scheduled to expire in November 2024.

Since the ability to quickly assign contractors to time-sensitive projects is critical to address capital needs, the Administration is recommending commencing with the solicitation to replace current contracts at this time.

During the term of the current agreement, the City has project task orders totaling approximately 7.4 million dollars, with an average project size of \$309,000. However, the City anticipates that the volume of work pursuant to the JOC program will increase in future years due to recent bond programs approved and as more projects require expedited construction start dates. It is anticipated that the majority of projects issued under this RFQ will be valued below or up to \$2 million; however, the City reserves the right to issue projects in a greater amount subject to prior approval by the City Commission.

PURPOSE. The purpose of this RFQ is to seek Proposals from qualified contractors interested in furnishing all labor, materials, equipment, and supplies to provide Job Order Contracting ("JOC") services on future projects. No specific project is contemplated at this time. When assigned, all services shall be performed in accordance with the terms, conditions, and specifications contained herein and any resulting agreement. The City will evaluate qualifications in accordance with Sections 0300 and 0400. Fees will be negotiated with the selected firms. Projects will be assigned in accordance with Section No. 3 titled, Award of Work, listed below.

A Job Order Contract is an indefinite-quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the City. The Contract Documents include a Construction Task Catalog®, provided by the Gordian Group, containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction.

For each category of work (roofing, electrical), the City may negotiate any or all of the four (4) Adjustment Factors to be applied to the Unit Prices as noted below for projects not pursuant to federal or other grants:

1. Normal Working Hours
2. Other Than Normal Working Hours
3. Normal Working Hours with Prevailing Wages and Local Workforce per Chapters 31-27 and 31-40 of the City code (See Appendix D)
4. Other Than Normal Working Hours with Prevailing Wages and Local Workforce per Chapters 31-27 and 31-40 of the City code (See Appendix D)

In addition, for each category of work (roofing, electrical), the City may negotiate any or all of the four (4) Adjustment Factors to be applied to the Unit Prices as noted below for projects pursuant to federal or other grants:

1. Normal Working Hours
2. Other Than Normal Working Hours
- *3. Normal Working Hours – Davis Bacon Wages
- *4. Other Than Normal Working Hours – Davis Bacon Wages

*Refer to Section 0200 for the required language for federal or grant requirements, including Davis Bacon, which shall apply to the federal or grant-related projects for normal and other than normal working hours.

All Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®.

Upon award of Contract(s), as projects are identified, the Contractor will jointly scope the work with the City. The City will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. If the project identified is federal/grant-funded, the contractor will be informed of grants or federal requirements at the time of request. The Contractor will then prepare a Proposal for the project, including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and materialmen, a construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-priced Tasks. If the Proposal is found to be complete and reasonable, a Job Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. By mutual agreement, the City and the Contractor may negotiate a lump sum not to exceed total on any specific Job Order.

A separate Job Order will be issued for each project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The scope of work is more fully defined in Appendix A.

Categories of work:

Roofing Construction Projects. Roofing work encompasses a range of activities involved in the installation, repair, and replacement of roofs on buildings or structures, including but not limited to:

1. Installation: This involves constructing a new roof on a building. It includes tasks such as:
 - a. Preparing the roof deck
 - b. Installing underlayment
 - c. Applying roofing materials (such as shingles, tiles, or metal panels)
 - d. Installing flashing and sealants
 - e. Setting up ventilation systems
 - f. Completing a final inspection
2. Repair: Roof repair involves fixing any damage or issues with an existing roof. Common repair tasks include:
 - a. Patching leaks

- b. Replacing damaged shingles, tiles, or panels
 - c. Repairing flashing and sealant
 - d. Fixing sagging or uneven areas
 - e. Addressing issues with ventilation
3. Replacement: When a roof reaches the end of its lifespan or sustains extensive damage, replacement may be necessary. This involves removing the existing roof and installing a new one. Replacement work is similar to installation but may also include additional tasks such as removing old materials and inspecting the underlying structure for damage.
 4. Emergency Repairs: Roofing contractors may also provide emergency repair services to address sudden damage caused by events such as storms, falling trees, or accidents. These repairs are typically done quickly to prevent further damage to the property.

Electrical Construction Projects. Electrical work involves a wide range of tasks related to the installation or repair of electrical systems including, but not limited to:

1. Installation: This includes the setup of electrical systems in new construction or during renovations. Tasks may involve:
 - a. Installing wiring, outlets, switches, and fixtures
 - b. Setting up circuit breaker panels and fuse boxes
 - c. Connecting electrical appliances and equipment
 - d. Installing lighting systems, including both indoor and outdoor fixtures
2. Repair: Electricians are often called upon to fix electrical issues. Common repair tasks include:
 - a. Repairing faulty wiring or connections
 - b. Replacing damaged outlets, switches, or fixtures
 - c. Fixing electrical shorts or overloaded circuits
 - d. Repairing or replacing malfunctioning circuit breakers or fuses
3. Upgrades and Retrofitting: As technology advances or building needs change, electrical systems may need to be upgraded or modified. Electricians can:
 - a. Upgrade electrical panels to accommodate increased power demands
 - b. Retrofit older buildings with modern wiring and fixtures
 - c. Install energy-efficient lighting or electrical appliances
4. Specialized Services: Some electricians specialize in specific areas, such as:
 - a. Renewable energy systems (e.g., solar panels, wind turbines)
 - b. Automation and smart technology integration
 - c. Industrial control systems and machinery wiring
 - d. Emergency backup power systems (e.g., generators, uninterruptible power supplies)

Bidders may only submit proposals for one or more of the two foregoing categories of work. No other categories of work will be considered as part of this RFQ. Proposals for any other categories of work shall be deemed non-responsive and will not be entitled to any further consideration.

Bidders may submit proposals for different categories of work, provided that the Bidder submits a separate proposal for each category the Bidder is interested in pursuing. For example, Bidder A wishes to submit a proposal for Roofing Construction Projects and a proposal for Electrical Construction Projects. In this case, Bidder A must submit two proposals - one proposal for the Roofing Construction Projects category and a separate and distinct proposal for the Electrical Construction Projects category.

Proposals will be evaluated in accordance with the criteria established in Section 0400. Proposals will be evaluated against other "like" Proposals submitted for each category. For example, Proposals submitted for roofing construction will be evaluated against other Proposals for roofing construction, and Proposals submitted for electrical construction will be evaluated against other Proposals for electrical construction.

3. Award of Work. It is anticipated that when a project requires JOC services, the requesting department will contact

the Procurement Department to obtain a list of the next three (3) firms with the lowest awarded values in the applicable category required for the work assignment. One of the selection methodologies below may be used to select a firm.

- A. The requesting department may select the firm with the lowest awarded value in the requested technical category required for the work assignment and negotiate a Job Order.
- B. In the alternative, the requesting department may seek statements of qualifications from the three (3) firms and select the firm determined to be the most qualified for the work assignment. The selection process may include telephone interviews or meetings with the firms, a review of each firm’s qualifications and specific experience in the relevant area of work, staff availability, reference checks, and prior performance. Following the selection process, the requesting department may negotiate a Job Order, including a detailed scope and cost Proposal, with the firm deemed to be best qualified for the work assignment. The requesting department shall include an explanation of the selection process and the justification for the firm selected with the Job Order for the work assignment.
- C. Notwithstanding the City’s intent to maintain equitable distribution, the City may select any contractor deemed to be best qualified for the project and may deny awards for one or more of the factors identified in Section 2-369 of the City Code, which include:
 - (1) The ability, capacity, and skill of the bidder to perform the contract.
 - (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - (4) The quality of performance of previous contracts.
 - (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

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

RFQ Issued	April 4, 2024
Pre-Proposal Meeting	April 18, 2024 at 10:00 am ET Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 280 766 769 297 Passcode: TzRjjN Download Teams Join on the web Or call in (audio only) +1 786-636-1480,,445025828# United States, Miami Phone Conference ID: 445 025 828#
Deadline for Receipt of Questions	May 14, 2024 at 5:00 pm ET
Responses Due	May 23, 2024 at 3:00 pm ET Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 281 227 570 218 Passcode: Engdv8 Download Teams Join on the web Or call in (audio only) +1 786-636-1480,,197138896# United States, Miami Phone Conference ID: 197 138 896#
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, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 280 766 769 297

Passcode: TzRjjN

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 786-636-1480,,445025828# United States, Miami

Phone Conference ID: 445 025 828#

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.

12.1 NEGOTIATION. Following initial selection based on qualifications, the City will negotiate with the selected firms to include but not be limited to applicable contract provisions and the adjustment factors that will be applicable to each category of work. The City may equalize the adjustment factor amongst all contractors for similar categories. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer(s) in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposer(s) 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 BIDSYNC). 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 Formal Solicitations Terms and Conditions for Goods and Services (dated October 27, 2022), incorporated herein, which may be found at the following link:

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

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS. By virtue of submitting a Proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the general conditions for construction contracts (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/>

TERMS & CONDITIONS – GRANTS AND FEDERAL REQUIREMENTS (For Federal or Grant related projects). 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 grants and federal requirements (dated August 20, 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 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.	

- 1.1.1 Prime Proposer.** Include the name and location of the Prime Proposer, Primary Proposer's Representative for the RFQ, and Representative's Contact.
- 1.1.2 Selected Category of Work.** The proposer must clearly indicate in the cover letter and Bid Notes section in Periscope S2G the category of work for which the Proposal is submitted. Categories of work:
1. Roofing Construction
 2. Electrical Construction

Proposals for any other categories of work, shall be deemed non-responsive and will not be considered. However, Bidders may submit proposals for one or more of the listed categories of work, provided that the Bidder submits a separate proposal for each category the Bidder is interested in pursuing. For example, Bidder A wishes to submit a proposal for Roofing Construction and a proposal for Electrical Construction Projects. In this case, Bidder A must submit two proposals - one proposal under Roofing Construction and a separate and distinct proposal under Electrical Construction Projects.

Proposals will be evaluated in accordance with the criteria established in Section 0400. Proposals will be evaluated against other "like" Proposals submitted for each category. For example, Proposals submitted for roofing construction will be evaluated against other Proposals for roofing construction, and Proposals submitted for electrical construction will be evaluated against other Proposals for electrical construction.

1.2 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix A, Minimum Requirements and Specifications.

TAB 2 Experience & Qualifications of the Proposing Firm

2.1 General 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. Proposers are to submit a minimum of three (3) projects.

For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2 JOC-Specific 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, JOC program, including experience in providing similar scope of services to public sector agencies. Proposers are to submit a minimum of three (3) projects.

For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

TAB 3 Key Personnel

3.1 The City seeks to obtain the services of a Proposer whose proposed staff has extensive construction experience. For each position, provide the requested information below and attach a resume.

- **Contractor Project Manager:** Submit detailed information for the proposed Contractor Project Manager assigned to the Contract and attach a resume.

- **Key Personnel:** Submit detailed information for the proposed personnel assigned to the Contract and attach a resume exemplifying experience with JOC projects and process or other construction-related projects.

In addition to identifying the Key Personnel assigned to the Contract above, insert a narrative detailing the Proposer's staffing plan for administering the Contract and providing high-quality service to the City. Be specific in regards to the Proposer's ability to assign additional staff if the volume of work requires it.

The key personnel submitted with the Proposal shall be assigned to the Contract for the full duration of the Contract. The Contractor must obtain the City's prior approval before substituting any of the key personnel proposed with this Contract.

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

3.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel that are to be used for this project, and each individual's experience and qualifications providing similar scope of services to public sector agencies, and each individual's relationship to the bidder. Include a resume of each individual, including education, experience, and any other pertinent information.

3.3 Sub-contractors/Sub-consultants. If sub-contractors/sub-consultants are proposed, summarize projects where the Sub-consultant(s)/Sub-contractor(s) and/or its principals have provided services similar to those described herein, including experience in providing similar scope of services to public sector agencies. For each project provide the following:

- a. project name and scope of services provided;
- b. name of individuals who 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.

3.4 Prior Experience Working Together: If utilizing sub-consultants/ sub-contractors to achieve the services, summarize projects where the team has worked together on similar projects, as specified herein. For each project provide the following:

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

TAB 4 Approach and Methodology

4.1 Self-Performance. Provide detailed information on how work will be accomplished by self-performing at least fifty percent (50%) of the physical construction labor for roofing or electrical projects (unless otherwise approved by the City).

4.2 Bonding Capacity. Provide a letter from a Surety firm affirming Proposer's bonding capacity. The Surety firm shall be rated by AM Best as to be no less than A- (Excellent) and within a Financial Size Category of no less than

Category V (\$10 - \$25 million). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.

4.3 Adherence to Cost and Schedule. Provide detailed information on how the proposer will ensure projects are completed on budget and within the specified timeline.

4.2 Safety. Attach a letter from the Proposer's insurance company, on the insurance carrier's letterhead, stating the Proposer's Experience Modification Rate (EMR) for the past three calendar years: 2021, 2022, and 2023. If, during any year, the EMR is greater than 1.0, attach an explanation as to why the EMR is greater than 1.0 and steps taken to reduce the EMR.

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.

4.3 Local Workforce. Provide detailed information on how Proposer will make its reasonable efforts to promote employment opportunities for Miami Beach and Miami Dade County residents (City Ordinance No. 2021- 4405).

4.4 Davis Bacon/Prevailing Wages. Provided detailed information that documents the Proposer's experience managing projects that include Davis Bacon wages or other prevailing wage requirements.

4.5 Small/Disadvantaged Business Enterprise (S/DBE) or LGBT-owned business. Provide detailed information on how the Proposer has incorporated in its proposal, as applicable, the outreach and inclusion of SDB/SBE and LGBT firms and how the successful proposer will make its reasonable efforts, in the development of each task order, to promote use of Small/Disadvantaged Business Enterprise (S/DBE) or LGBT-owned business in its proposal response and in future task orders which may include the actions below.

4.5.1 At the time of the task order the contractor shall take affirmative steps which must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the subcontractors, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

Compliance with Code of Federal Regulations (CFR). Provided detailed information that documents the Proposer's experience managing federally funded projects for which CFR compliance is required.

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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 Manager may recommend that the City Commission authorize negotiations or award a contract to one or more firms in accordance with Section 0100, Sub-section 12; or
- c. The City Manager may Recommend that the City Commission short-list one or more firms for further consideration by the Evaluation Committee; or
- d. The City Manager may recommend to the City Commission that all firms, if more than one (1) responsive submittal is received, be rejected.

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

1.2 TECHNICAL ADVISORS. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee or the City Manager 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 & Qualifications of Proposing Firm	40
Key Personnel	35
Approach and Methodology	25
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
-----------------------	----------------

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.

5. DETERMINATION OF AWARD. The City Manager shall consider qualitative and quantitative factors, in accordance with Sub-section 2 and 3 above, to recommend the proposer(s) he deems to be in the best interest of the City or may recommend rejection of all Proposals. The City Manager's recommendation need not be consistent with the 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.

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APPENDIX A

MIAMI BEACH

Minimum Requirements & Scope of Work

Request for Qualifications
(RFQ) 2024-303-WG Job Order
Contracting ("JOC") for Roofing or
Electrical Construction Projects

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

A1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

1. **Roofing Construction Projects** - Bidder (defined as the Proposing Firm) or its principals, shall hold a currently active State of Florida Certified Roof Contractor, **OR** Miami Dade County Licensed Roofing Contractor. The City may consider alternative licenses as acceptable providing that proof is submitted by the bidder documenting that roof construction work (as defined in the solicitation) and related permits may be completed, in accordance with State of Florida or Miami-Dade County regulations, with the alternative license.
2. **Electrical Construction Projects** - Bidder (defined as the Proposing Firm) or its principals, shall hold a currently active State of Florida Certified Electrical Contractor, OR Miami Dade County Licensed Master Electrician. The City may consider alternative licenses as acceptable providing that proof is submitted by the bidder documenting that electrical construction work (as defined in the solicitation) and related permits may be completed, in accordance with State of Florida or Miami-Dade County regulations, with the alternative license.
3. Provide a letter from a Surety firm affirming Proposer's bonding capacity. The Surety firm shall be rated by AM Best as to be no less than A- (Excellent) and within a Financial Size Category of no less than Category V (\$10 - \$25 million). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.

A2. Scope of Work.

The Work will consist of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, and management and other services, and incidentals necessary to complete projects at a rate of progress that will ensure completion of the Work within the stipulated Job Order Completion Time.

JOC is an indefinite delivery, indefinite quantity contract pursuant to which the Contractor shall perform an ongoing series of individual Projects at different locations, often simultaneously, at various City owned or controlled locations. The RFQ documents include a Construction Task Catalog® (CTC) containing construction tasks with pre-established Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are intended to reflect the direct cost of construction (excluding overhead and profit). Individual Projects are awarded on an as-needed basis.

JOC a method used by the City to award construction Projects; however, the City reserves the right to use alternative procurement methods if determined to be in the best interest of the City. The award of a JOC Contract does not provide any guarantee, exclusivity, or right to the award of any Project(s) from the City.

Categories of work:

Roofing Construction Projects. Roofing work encompasses a range of activities involved in the installation, repair, and replacement of roofs on buildings or structures, including but not limited to:

5. Installation: This involves constructing a new roof on a building. It includes tasks such as:
 - a. Preparing the roof deck
 - b. Installing underlayment
 - c. Applying roofing materials (such as shingles, tiles, or metal panels)
 - d. Installing flashing and sealants
 - e. Setting up ventilation systems
 - f. Completing a final inspection

6. Repair: Roof repair involves fixing any damage or issues with an existing roof. Common repair tasks include:
 - a. Patching leaks
 - b. Replacing damaged shingles, tiles, or panels
 - c. Repairing flashing and sealant
 - d. Fixing sagging or uneven areas
 - e. Addressing issues with ventilation
7. Replacement: When a roof reaches the end of its lifespan or sustains extensive damage, replacement may be necessary. This involves removing the existing roof and installing a new one. Replacement work is similar to installation but may also include additional tasks such as removing old materials and inspecting the underlying structure for damage.
8. Emergency Repairs: Roofing contractors may also provide emergency repair services to address sudden damage caused by events such as storms, falling trees, or accidents. These repairs are typically done quickly to prevent further damage to the property.

Electrical Construction Projects. Electrical work involves a wide range of tasks related to the installation or repair of electrical systems including, but not limited to:

5. Installation: This includes the setup of electrical systems in new construction or during renovations. Tasks may involve:
 - a. Installing wiring, outlets, switches, and fixtures
 - b. Setting up circuit breaker panels and fuse boxes
 - c. Connecting electrical appliances and equipment
 - d. Installing lighting systems, including both indoor and outdoor fixtures
6. Repair: Electricians are often called upon to fix electrical issues. Common repair tasks include:
 - a. Repairing faulty wiring or connections
 - b. Replacing damaged outlets, switches, or fixtures
 - c. Fixing electrical shorts or overloaded circuits
 - d. Repairing or replacing malfunctioning circuit breakers or fuses
7. Upgrades and Retrofitting: As technology advances or building needs change, electrical systems may need to be upgraded or modified. Electricians can:
 - a. Upgrade electrical panels to accommodate increased power demands
 - b. Retrofit older buildings with modern wiring and fixtures
 - c. Install energy-efficient lighting or electrical appliances
8. Specialized Services: Some electricians specialize in specific areas, such as:
 - a. Renewable energy systems (e.g., solar panels, wind turbines)
 - b. Automation and smart technology integration
 - c. Industrial control systems and machinery wiring
 - d. Emergency backup power systems (e.g., generators, uninterruptible power supplies)

Work shall be accomplished by means of the issuance of a task order against the JOC. Selected Proposers must be capable of self-performing at least fifty percent (50%) of the physical construction labor for roofing projects, unless otherwise approved by the City.

The City reserves the right to award contracts as determined to be in its best interest. Proposers may submit Proposals for one or all Services; however, the City reserves the right to limit the number of contracts held by each Selected Proposer(s) if determined to be in the City's best interest.

2.1 Adjustment Factors. A Job Order Contract is an indefinite-quantity contract pursuant to which the Contractor may

perform an ongoing series of individual Projects at different locations throughout the City. The Contract Documents include a Construction Task Catalog®, provided by the Gordian Group, containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction.

For each category of work (roofing, electrical), the City may negotiate any or all of the four (4) Adjustment Factors to be applied to the Unit Prices as noted below for projects not pursuant to federal or other grants:

1. Normal Working Hours
2. Other Than Normal Working Hours
3. Normal Working Hours – Prevailing Wages and Local Workforce per Chapters 31-27 and 31-40 of the City code (See Appendix D)
4. Other Than Normal Working Hours – Prevailing Wages and Local Workforce per Chapters 31-27 and 31-40 of the City code (See Appendix D)

In addition, for each category of work (roofing, electrical), the City may negotiate any or all of the four (4) Adjustment Factors to be applied to the Unit Prices as noted below for projects pursuant to federal or other grants:

1. Normal Working Hours
2. Other Than Normal Working Hours
- *3. Normal Working Hours – Davis Bacon Wages
- *4. Other Than Normal Working Hours – Davis Bacon Wages

*Refer to Section 0200 for the required language for federal or grant requirements, including Davis Bacon, which shall apply to the federal or grant-related projects for normal and other than normal working hours.

All Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®.

Upon award of Contract(s), as projects are identified, the Contractor will jointly scope the work with the City. The City will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. If the project identified is federal/grant-funded, the contractor will be informed of grants or federal requirements at the time of request. The Contractor will then prepare a Proposal for the project, including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and materialmen, a construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-priced Tasks. If the Proposal is found to be complete and reasonable, a Job Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. By mutual agreement, the City and the Contractor may negotiate a lump sum not to exceed total on any specific Job Order.

A separate Job Order will be issued for each project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

A3. Assignment of Work

It is anticipated that when a project requires JOC services, the requesting department will contact the Procurement Department to obtain a list of the next three (3) firms with the lowest awarded values in the applicable category required for the work assignment. One of the two selection methodologies below may be used to select a firm.

- A. The requesting department may select the firm with the lowest awarded value in the requested technical category

required for the work assignment and negotiate a Job Order.

- B. In the alternative, the requesting department may seek statements of qualifications from the three (3) firms and select the firm determined to be the most qualified for the work assignment. The selection process may include telephone interviews or meetings with the firms, a review of each firm's qualifications and specific experience in the relevant area of work, staff availability, reference checks, and prior performance. Following the selection process, the requesting department may negotiate a Job Order, including a detailed scope and cost Proposal, with the firm deemed to be best qualified for the work assignment. The requesting department shall include an explanation of the selection process and the justification for the firm selected with the Job Order for the work assignment.

The City may also consider contractor's bonding capacity when assigning work. Notwithstanding the above distribution of work the City reserves the right to consider the following factors pursuant to Miami Beach City Code Section 2-369 in the awarding of any work, which includes 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.

A3. Special Conditions

1. **TERM OF CONTRACT.** The Base Term of the Contract is three (3) years. There are two (2), one (1) renewal option terms. Both parties must agree to extend the Contract for an Option Term. The duration of each Option Term is one (1) year. The City Manager and Contractor may agree to extend the term of an Option Term.

All Job Orders issued during the term of this Contract shall be valid and in effect, notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue after such period has expired. All terms and conditions of the Contract apply to each Job Order.

APPENDIX B

MIAMI BEACH

JOC Supplemental Conditions

Request for Qualifications
(RFQ) 2024-303-WG Job Order Contracting
("JOC") for Roofing or Electrical Construction
Projects

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

JOC SUPPLEMENTAL CONDITIONS:

1. DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®
- 1.2. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.3. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.4. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.5. **Estimated Annual Value** - An estimate of the value of Job Orders that could be issued to the Contractor each year.
- 1.6. **Job Order** - A written order issued by the Owner requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.
- 1.7. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.8. **Job Order Price** - The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
- 1.9. **Job Order Proposal** - A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.
- 1.10. **Joint Scope Meeting** - A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
- 1.11. **Non-Prepriced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.12. **Normal Working Hours** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for Owner holidays.
- 1.13. **Other Than Normal Working Hours** - Includes the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner holidays.
- 1.14. **Option Term**- An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.15. **Prepriced Task** - A task set forth in the Construction Task Catalog®, which includes a description of the task, a unit of measure, and a unit price.

- 1.16. **Price Proposal** - A document prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.
- 1.17. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.
- 1.18. **Request for Job Order Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.19. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
- 1.20. **Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.21. **Unit Price** - The unit price published in the Construction Task Catalog® for a Prepriced Task.

2. CONTRACTOR SELECTION

- 2.1. Job Order Contracting: The City may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established City procedures and based on one or more of the following criteria:
 - 2.1.1. Rotational selection among all Contractors, unless otherwise determined by the City.
 - 2.1.2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
 - 2.1.3. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
 - 2.1.4. Management of Job Order dollar volume within bonding limitations of the Contractor.
 - 2.1.5. Price, as it relates to the City's independent cost estimate or to an offer from any other contractor.
 - 2.1.6. Not-To-Exceed offers (NTE Offer) submitted by two or more Contractors through Bid Safe®.
 - 2.1.7. Contractor's responsiveness to the City on Job Orders.

2.1.8. Other appropriate criteria as deemed in the best interest of the City.

3. INITIATION OF A JOB ORDER

- 3.1. As the need exists, the City will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 3.2. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non Pre-priced Task.
- 3.3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
 - 3.3.1. the general scope of the work;
 - 3.3.2. alternatives for performing the work and value engineering;
 - 3.3.3. access to the site and protocol for admission;
 - 3.3.4. hours of operation;
 - 3.3.5. staging area;
 - 3.3.6. requirements for catalog cuts, technical data, samples and shop drawings;
 - 3.3.7. requirements for professional services, sketches, drawings, and specifications;
 - 3.3.8. construction duration;
 - 3.3.9. liquidated damages;
 - 3.3.10. the presence of hazardous materials;
 - 3.3.11. date on which the Job Order Proposal is due.
 - 3.3.12. determination of Wage Rate Schedule applied to Project – Davis-Bacon (Federally funded project) or Prevailing Wage (Non-Federally Funded Project)
- 3.4. Upon completion of the joint scoping process, the City will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the

City will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the City, will be the basis on which the Contractor will develop its Job Order Proposal and the City will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

- 3.5. The City may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the City cannot agree on the quantities required, or for any other reason as determined by the City. In all such cases, the City shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 3.6. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

4. PREPARATION OF THE JOB ORDER PROPOSAL

- 4.1. The Contractor's Job Order Proposal shall include, at a minimum:
 - 4.1.1. Job Order Price Proposal;
 - 4.1.2. Required drawings or sketches;
 - 4.1.3. List of anticipated Subcontractors;
 - 4.1.4. Construction schedule;
 - 4.1.5. Other requested documents.
- 4.2. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 4.3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 4.4. The Contractor will prepare Job Order Price Proposals in accordance with the following:
 - 4.4.1. Pre-priced Task: A task described in, and for which a unit price is set forth in, the Construction Task Catalog®. The

Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.

4.4.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog[®].

4.4.3. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:

4.4.3.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

4.4.3.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog[®]. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The City may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the City's approval. If approved, less than three quotes or bids will be allowed.

4.4.3.3. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

A = Hourly Labor Rate (for Trades not in the Construction Task Catalog[®]) x the Quantity required

B = Direct Material Costs (supported by three quotes)

C = Direct Equipment Costs (for Equipment not in the Construction Task Catalog[®]) x the Quantity required

D = Subcontractor Costs (supported by three quotes)

E = Allowable Overhead and Profit = (A + B + C) x 15%

F = Subcontractor Allowance = D x 10%

$$\text{Total Cost of Non Pre-Priced Task} = A + B + C + D + E + F$$

- 4.4.3.4. After a Non Pre-priced Task has been approved by the City, the Unit Price for such task may be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification. The City reserves the right to request the Contractor provide current quotes for any Non-Prepriced Task approved previously.”
- 4.4.3.5. The City’s determination as to whether a task is a Pre- priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 4.5. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the City may permit the Contractor to be paid for such task as a Non Pre- priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
- 4.6. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable fee work task. The cost of expediting services or equipment use fees are not reimbursable.
- 4.7. The adjustment for reimbursable fee work tasks is 1.0101.
- 4.8. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 4.9. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for

preparation and submittal of the necessary documents.

- 4.10. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Job Order Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 4.11. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- 4.12. The Contractor will not be permitted to add labor hours to the Job Order Price Proposal for time associated with ingress procedures and inspections of labor, materials, and or equipment.

5. REVIEW OF THE JOB ORDER PROPOSAL AND ISSUANCE OF THE JOB ORDER

- 5.1. The City will evaluate the entire Job Order Price Proposal and compare these with the City's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- 5.2. The Contractor may choose the means and methods of construction; subject however, to the City's right to reject any means and methods proposed by the Contractor that:
 - 5.2.1. Will constitute or create a hazard to the work, or to persons or property;
 - 5.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
 - 5.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 5.3. The City reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The City also reserves the right not to issue a Job Order if it is determined to be in the best interests of the City. The City may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the City.

- 5.4. By submitting a Job Order Proposal to the City, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre- Priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the City.
- 5.5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the City and delivered to the Contractor constitutes the City's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
- 5.6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the City. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Job Order Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

6. ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®

- 6.1. The Construction Task Catalog® issued with the bid will be in effect for the first year of the Contract.
- 6.2. On the anniversary of the Contract, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the effective date of the Contract. The Construction Task Catalogs® that accompany each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.
- 6.3. The Adjustment Factors submitted with the Proposal shall be used for the full term of the Contract, plus any Option Terms. On the annual anniversary of the Contract, the City shall issue the Contractor a new Construction Task Catalog®. The Contractor will be issued the new Construction Task Catalog® for review prior to accepting new Work. The Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect

without the delay.

7. CHANGES IN THE WORK

- 7.1. The City, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- 7.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedure for Ordering Work contained in these JOC Supplemental Conditions.
- 7.3. Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non-Prepriced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

8. PAYMENTS

- 8.1. The City will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on the percentage of the work completed.
- 8.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

9. PERFORMANCE AND PAYMENT BONDS

- 9.1. If required for a Job Order, the Contractor must deliver to the City an executed Payment and Performance Bond in an amount equal to the Job Order Price. Contractor shall supply such bonds within 7 days after receiving a request for such bonds. The bonds shall be identical in all respects to the form of bonds approved by the City with no variations, additions, or deletions. The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the reimbursable work task in the Construction Task Catalog®. The Contractor shall submit documentation, acceptable to the City, establishing the cost of the bonds.

10. JOC SYSTEM LICENSE FEE

- 10.1. The City of Miami Beach (“Owner”) selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian’s proprietary JOC Information Management System (“JOC IMS”), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations

under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the Contract. **The JOC System License Fee shall be equal to 1% of the Job Order Price.** The Contractor shall include the JOC System License Fee in the Adjustment Factors.

- 10.2. Within two business days of receipt of a Purchase Order from the Owner, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order to Gordian.
- 10.3. The Contractor shall include the JOC System License Fee in the initial payment application to the Owner.
- 10.4. Within two business days of receiving initial payment from the Owner, the Contractor must provide notification to Gordian of the initial payment by forwarding a copy of the submitted invoice to Gordian.
- 10.5. Upon the Contractor's receipt of the initial payment from the Owner, Gordian will invoice the Contractor for the JOC System License Fee. Contractor shall remit payment to Gordian within thirty (30) days of the date of the invoice. Any amounts arising in relation to money not paid when due will be subject to a late charge of (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less.

11. ORDER OF PRECEDENCE

- 11.1. In the event of conflicting provisions within the Contract Documents, the JOC Supplemental Conditions shall take precedence.

12. THE CONSTRUCTION TASK CATALOG®

- 12.1. The Construction Task Catalog® is part of the Contract Documents and included by reference. The Construction Task Catalog® is available as a separate PDF document.

13. THE TECHNICAL SPECIFICATIONS

- 13.1. The Technical Specifications are part of the Contract Documents and included by reference. The Technical Specifications are available as a separate PDF document.

APPENDIX C

MIAMI BEACH

Sample Contract

Request for Qualifications
(RFQ) 2024-303-WG Job Order Contracting
("JOC") for Roofing or Electrical Construction
Projects

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

CONTRACT

THIS CONTRACT (“Contract”) is made and entered into as of the day of _____, 2024, by and between the City of Miami Beach, Florida, a municipal corporation (the “City”) and _____ (the “Contractor”):

WTTNESSETH, that the Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Specifications, and other Contract Documents, which are hereby incorporated into this Contract by reference, for:

RFQ No. and Title: _____

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless City, and their respective officers and employees, from liabilities, damages, losses and costs including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

The requirements of the Contract Documents, as such term is defined in the Invitation to Bid, are hereby incorporated by reference as if fully set forth herein. This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.

The Contract is an indefinite-quantity contract for construction work and services.

“The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the following Adjustment Factors:

For each category of work (roofing, electrical), the City may negotiate any or all of the four (4) Adjustment Factors to be applied to the Unit Prices as noted below for projects not pursuant to federal or other grants;

Normal Working Hours Adjustment Factor: means the hours contained in the applicable noise ordinance, and in the event there is no applicable noise ordinance, means the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday,

except for City Holidays:

Other Than Normal Working Hours Adjustment Factor: means the hours outside the applicable noise ordinance, and in the event there is no applicable noise ordinance, means the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays:

Normal Working Hours Adjustment Factor - Prevailing Wages and Local Workforce per Chapters 31-27 and 31-40 of the City code (See Appendix D): means the hours contained in the applicable noise ordinance, and in the event there is no applicable noise ordinance, means the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City Holidays:

Other Than Normal Working Hours Adjustment Factor - Prevailing Wages and Local Workforce per Chapters 31-27 and 31-40 of the City code (See Appendix D): means the hours outside the applicable noise ordinance, and in the event there is no applicable noise ordinance, means the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays:

In addition, for each category of work (roofing, electrical), the City may negotiate any or all of the four (4) Adjustment Factors to be applied to the Unit Prices as noted below for projects pursuant to federal or other grants;

Normal Working Hours Adjustment Factor: means the hours contained in the applicable noise ordinance, and in the event there is no applicable noise ordinance, means the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City Holidays:

Other Than Normal Working Hours Adjustment Factor: means the hours outside the applicable noise ordinance, and in the event there is no applicable noise ordinance, means the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays:

Normal Working Hours Adjustment Factor - Davis Bacon Wages: means the hours contained in the applicable noise ordinance, and in the event there is no applicable noise ordinance, means the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for City Holidays:

Other Than Normal Working Hours Adjustment Factor - Davis Bacon Wages: means the hours outside the applicable noise ordinance, and in the event there is no applicable noise ordinance, means the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and City Holidays:

___ Partial and Final Payments will be made as provided for in the Contract Documents.

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand- delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein, unless such notice information is revised in a Contract amendment duly executed by the City and the Contractor. For the present, the parties designate the following:

For City:

Attn: _____

With copies to:

City Attorney
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Attn: _____

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

Rafael E. Granado, City Clerk

By: _____
Alina T. Hudak, City Manager

[seal]

ATTEST:

[INSERT CONTRACTOR NAME]

Name: _____

By: _____

Name: _____

[seal]

APPENDIX D

MIAMI BEACH

PREVAILING WAGES AND LOCAL WORKFORCE CHAPTERS 31-27 AND 31- 40

Request for Qualifications
(RFQ) 2024-303-WG Job Order
Contracting ("JOC") for Roofing or
Electrical Construction Projects

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

ARTICLE II. CONSTRUCTION CONTRACTS—MINIMUM WAGES AND BENEFITS¹

Sec. 31-27. Establishment of minimum wages.

- (a) *Definitions.* "City construction contract" shall mean every contract in excess of \$1,500,000, where:
- (1) The city is a party to a contract for the construction, demolition, alteration and/or repair of a city building, facility or other public improvement; or
 - (2) The construction project is developed by persons or entities other than the city, pursuant to a (i) development agreement with the city, (ii) ground lease, or (iii) management agreement with the city having a term of ten years or more (including renewal terms), and such agreement provides for construction, demolition, alteration and/or repair of buildings or improvements located on city-owned land, whether privately-funded or otherwise.
- (b) *Prevailing wage requirements.* Except for projects exempted pursuant to section 31-31 of this article, every city construction contract shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work as established by the federal register, in the City of Miami Beach, Florida.
- (c) *[Recommendation of increase to threshold.]* Every three years commencing in 1997, the city manager shall present a report to the city commission regarding increases in the Construction Cost Index for South Florida, if any, and shall recommend to the city commission whether there should be an adjustment to the \$1,500,000.00 threshold. In the event that the city manager recommends an adjustment, the city commission shall hold a public hearing regarding an amendment to this article to consider the adjustment.

(Ord. No. 2021-4405, § 1, 3-17-21)

Sec. 31-28. Implementation by the federal register.

The prevailing wage rate and fringe benefit payments to be used in implementation of this article shall be those last published by the United States Department of Labor in the Federal Register prior to the date of issuance of specifications by the City of Miami Beach in connection with its invitation for bid.

(Ord. No. 2021-4405, § 1, 3-17-21)

Sec. 31-29. Notice requirement.

On the date on which a laborer or mechanic commences work on a city construction contract to which this article applies, the contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this article.

(Ord. No. 2021-4405, § 1, 3-17-21)

Sec. 31-30. Preemption by federal funding.

When city construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act [40 U.S.C. 276(a)], this article shall not apply, and the minimum wages to be paid the various

¹Editor's note(s)—Ord. No. 2021-4405, adopted March 17, 2021, amended art. II in its entirety to read as herein set out. Former art. II pertained to the same subject matter, and derived from Ord. No. 86-2507, adopted July 9, 1986; Ord. No. 94-2960, adopted December 21, 1994; and Ord. No. 2020-4327, adopted January 15, 2020.

classes of laborers, mechanics and apprentices shall be based upon the wages determined by the Secretary of Labor in accordance with the Davis-Bacon Act [40 U.S.C. 276(a)].

(Ord. No. 2021-4405, § 1, 3-17-21)

Sec. 31-31. Exceptions.

The provisions of section 31-27 shall not apply to the following projects:

- (a) Water, except water treatment facilities and lift stations.
- (b) Sewer, except sewage treatment facilities and lift stations.
- (c) Storm drainage.
- (d) Road construction, except bridges or structures requiring pilings.
- (e) Beautification projects which may include resurfacing new curbs, gutters, pavers, sidewalks, landscaping, new lighting, bus shelters, bus benches and signage.
- (f) Proposed parking garage projects located at Seventh Street and Collins Avenue, Tenth Street and Collins Avenue, Thirteenth Street and Collins Avenue, Twelfth Street and Washington Avenue and the Seventeenth Street garage renovation project; however future parking structures not specified herein and estimated to cost in excess of \$1,000,000.00 shall not be exempt.
- (g) Emergency projects pursuant to section 2-396 of the city Code.
- (h) Affordable housing or workforce housing projects.
- (i) Any project covered under subsection 31-27(a)(2) of the city Code, where the development agreement, ground lease, or management agreement was entered into prior to June 1, 2021, or where the contract was entered into pursuant to any competitive solicitation issued prior to June 1, 2021.
- (j) Any project covered under section 31-27(a)(2) of the city Code, for which the city commission, by resolution approved by a 5/7ths vote, has waived the requirements of this article, finding such waiver to be in the best interest of the city.

(Ord. No. 2021-4405, § 1, 3-17-21)

Sec. 31-32. Certified payroll reporting requirement.

- (a) All city construction contracts covered under section 31-27(a)(1) of the city code, including contracts for exempt city projects pursuant to subsections 31-31(a) through (g) of the city Code, shall include a provision requiring the contractor to submit certified payroll records along with each payment application, to allow the city to verify the wage rates paid to construction workers performing work on city projects.
- (b) For city construction contracts covered under section 31-27(a)(2) of the city Code, the development agreement, ground lease or management agreement with the city shall include a contract provision requiring the developer, ground lessee, or manager/operator, as applicable, to obtain certified payroll records from its construction contractor, and to submit such certified payroll records to the city upon request, to allow the city to audit the wage rates paid to construction workers performing work on the city construction project.
- (c) All certified payroll records submitted to the city shall, at a minimum, include the name, address or zip code, labor classification, hours worked, and hourly base rate paid for each laborer, mechanic and apprentice employed by any contractor or subcontractor on the work covered by the city construction contract.

The requirements of this section shall be reviewed annually by the finance and city-wide projects committee (or successor committee), at which time the committee will provide an advisory recommendation to the city commission as to whether to continue to maintain this section in force and effect.

(Ord. No. 2021-4405, § 1, 3-17-21)

Secs. 31-33—31-39. Reserved.

ARTICLE III. LOCAL WORKFORCE PARTICIPATION GOALS AND REPORTING REQUIREMENTS FOR CITY CONSTRUCTION CONTRACTS

Sec. 31-40. Local workforce participation goals and reporting requirements for city construction contracts.

- (1) *Definitions.* The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - (a) City construction contract means (i) a city contract valued in excess of the contract threshold established in section 31-27 for the construction, demolition, alteration and/or repair of city buildings or city public works, or (ii) a contract valued in excess of the contract threshold established in section 31-27 which provides for privately-funded construction, demolition, alteration and/or repair of buildings or improvements located on city-owned land.
 - (b) Department means the department responsible for managing the awarded city construction contract as designated by the city manager.
 - (c) Contractor means any person or entity providing construction services pursuant to subsection (1)(a).
- (2) *Implementation.* The provisions of this article shall apply to city construction contracts that: a) are subject to section 31-27 of article II of this chapter; and b) are awarded pursuant to an invitation to bid (ITB) or Request for Qualifications (RFQ) issued by the city on or after April 1, 2017.
- (3) *General requirements.*
 - (a) Except where state, county or federal laws or regulations, or other approved granting agencies, mandate to the contrary, all contractors and subcontractors of any tier performing on a city construction contract shall satisfy the requirements of this article.
 - (b) As a condition of submitting a bid or proposal for a city construction contract, a general contractor, construction manager, or other contractor seeking award of a contract, shall submit a responsible contractor affidavit, as provided in subsection (4)(a)(1), with its bid or proposal. The city shall provide notice to any contractor who fails to submit a responsible contractor affidavit that said contractor has 48 hours from the time of notification to submit a responsible contractor affidavit or its bid or proposal will be deemed nonresponsive and disqualified from consideration.
 - (c) The responsible contractor affidavit shall be completed on a standard form authorized by the procurement director and shall reference the city construction contract for which a bid or proposal is being submitted by name and contract or project number. Any city agency, department, or other party responsible for administering a city construction contract shall require contractors to use the standard form authorized by the procurement director.
 - (d) A city construction contract shall not be executed until all requirements of this section have been fulfilled.
 - (e) No contractor shall receive final payment for completion of a city construction contract until the city receives a completed workforce performance report submitted pursuant to subsection (4)(b).
- (4) *Responsible contractor affidavit and reporting requirements; contractor past performance.*
 - (a) *Responsible contractor affidavit.* A construction manager, general contractor, or other contractor submitting a bid or proposal for a city construction contract shall:
 1. The contractor shall affirm that it will make good-faith, reasonable efforts to promote employment opportunities for Miami-Dade County residents by seeking to achieve a project goal of having 30 percent of all construction labor

hours performed by Miami-Dade County residents. The contractor shall also make its best reasonable efforts to promote employment opportunities for Miami Beach residents.

- (b) *Local workforce performance report.* Before its final application for payment of a city construction contract, the contractor responsible for the project shall submit a workforce performance report to the city which shall include the following information on the workforce employed in the execution of the contract:
1. The total number of construction labor work hours performed on the project, and the number and percentage of such work hours performed by Miami Beach and Miami-Dade County residents;
 2. Supporting documentation verifying construction labor work hours performed by Miami Beach and Miami-Dade County residents;
 3. Supporting documentation verifying reasonable efforts to promote employment opportunities for Miami Beach and Miami-Dade County residents if the project goal of 30 percent of all construction labor hours to be performed by Miami-Dade County residents is not met.
- (c) *Contractor's past performance.* When evaluating a prospective contractor's bids or proposals for future city construction contracts, in addition to those factors identified in section 2-369 of the city Code for determination of award, the contractor's past record of meeting local workforce goals and complying with reporting requirements of this article shall be considered.

(Ord. No. 2016-4030, § 1, 9-14-16; Ord. No. 2020-4327, § 2, 1-15-20)