

C2 C REQUEST FOR APPROVAL TO ISSUE REQUEST FOR QUALIFICATIONS (RFQ)
NO. 2024-524-DF PROFESSIONAL DESIGN SERVICES FOR THE NORTH
BEACH TOWN CENTER (NORTH SHORE D) NEIGHBORHOOD IMPROVEMENT
PROJECT. (PUBLIC WORKS)
Applicable Area:



COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, City Manager

DATE: September 11, 2024

TITLE: REQUEST FOR APPROVAL TO ISSUE REQUEST FOR QUALIFICATIONS (RFQ) NO. 2024-524-DF PROFESSIONAL DESIGN SERVICES FOR THE NORTH BEACH TOWN CENTER (NORTH SHORE D) NEIGHBORHOOD IMPROVEMENT PROJECT (PUBLIC WORKS)

RECOMMENDATION

The City Administration ("Administration") recommends that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the issuance of Request for Qualifications (RFQ) 2024-524-DF engineering design services for the North Beach Town Center (North Shore D) Neighborhood Improvement Project.

BACKGROUND/HISTORY

The City of Miami Beach ("City"), a highly urbanized coastal community in southeast Florida and a major economic resource to the region, continues to be the leader in climate change adaptation. The solutions to adapt present significant challenges for the City due to its relatively low-lying topography with significant tidal influence and high-intensity rainfalls. Furthermore, the City is over 100 years old, and many of its infrastructure assets are aged near or past their useful life.

For this reason, the City is committed to investing in neighborhood improvement projects ("NIPs") that will address this concern. The various projects aim to elevate roads and seawalls, provide robust drainage systems, replace aged and substandard water and sewer systems, and provide above-ground improvements, such as new street lighting, signalization, bike landscaping, and other street furnishings. Waterways suffer from degraded water quality, which is consistent with the challenges faced by Biscayne Bay as a whole, as well as being adjacent to highly impervious surfaces with aging infrastructure systems.

Consequently, the City adopted the North Beach Town Center Core District in 2018, which includes resilient zoning elements such as wider sidewalks, higher landscape standards, and the allowable freeboard of up to 5' above Base Flood Elevation (BFE) for new developments. The City has conducted multiple previous master planning efforts that provide the foundation for the Conceptual Design for this project (the "Project") as listed below:

- North Beach Master Plan, 2016
- North Beach: Town Centre District, Intensity Increase Study, 2014
- Resiliency Standards for Tidal Flood and Protection
- Sanitary Sewer Master Plan, 2019
- Transportation Master Plan, 2016
- Pedestrian and Bicycle Master Plan, 2015
- Urban Forestry Master Plan, 2020
- Water Master Plan, 2019
- Storm Water Master Plan Update, 2024
- Blue and Green Stormwater Infrastructure (BGSi), 2020

- Road Elevation Strategy and Sea-level Rise (SLR) tidal flood adaptation plan, 2020
- Citywide Neighborhood Improvement Projects (NIP) prioritization plan, 2020

Considering these master planning documents, in August of 2024, the City completed the Basis of Design Report for the North Beach Town Center (North Shore D) NIP.

ANALYSIS

Through this RFQ, the City is seeking proposals from firms for professional design services for the North Beach Town Center (North Shore D) NIP to provide complete design and construction documents and related services necessary to implement the Project. The selected firm shall be precluded from participating in any work resulting from the services performed under this RFQ and resulting agreement.

The City seeks proposals from professional consulting firms (Architect, Landscape Architect or Civil Engineer) that have proven experience in stormwater, water and wastewater systems, and roadway design, including the intricacies related to road elevation and harmonization. The selected firm will have the technical expertise to conduct the design, permitting, bidding and award support services and engineering services during construction for the right-of-way improvements in the North Shore D neighborhood and prepare the associated design and construction contract documents that will allow the City of Miami Beach to advertise, bid and award a contract for the construction services. The selected firm must have a team of qualified individuals and/or sub-consultants who can guide the City of Miami Beach through the decision-making process of making these improvements in an environmentally responsible and dependable manner. The scope of work will be strictly related to the North Shore D NIP, and the engineering services shall be phased in such a way as to account for any upcoming private development taking place within the Neighborhood.

The selected firm shall provide as needed Architectural, Structural Engineering, Civil Engineering, MEP Engineering, Landscape Architecture, Traffic/Parking Studies and Engineering, Construction Cost Estimating, Surveying, and Geotechnical services for the Project. The work shall include, but not be limited to, conceptual drawings, surveying, geotechnical, design development, estimates of probable construction cost, construction documents, phasing and implementation plans, material selection and specifications, construction staging planning, scheduling, maintenance of traffic planning, permitting, bidding/award, and engineering services during construction for the Project.

The selection of firm(s) with whom the City may enter into negotiations shall be based on the criteria established in the RFQ.

Following the receipt of proposals, an Evaluation Committee will review proposals in accordance with the criteria established in the RFQ.

FISCAL IMPACT STATEMENT

TBD

Does this Ordinance require a Business Impact Estimate?

(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:

See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notice/>

FINANCIAL INFORMATION

| | |
|---|----------------|
| 303-0815-061357-29-410-561-00-00-00-50323 | \$7,346,180.54 |
| | \$7,346,180.54 |

CONCLUSION

It is recommended that the Mayor and Commission of the City of Miami Beach, Florida, authorize the issuance of RFQ 2024-524-DF professional design services for the North Beach Town Center (North Shore D) Neighborhood Improvement Project.

Applicable Area

North Beach

Is this a “Residents Right to Know” item, pursuant to City Code Section 2-17?

Yes

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

Procurement

Sponsor(s)

Co-sponsor(s)

Condensed Title

Issue RFQ 2024-524-DF, Professional Design Services for the North Beach Town Center (North Shore D) Neighborhood Improvement Project. PW/PR

Request for Qualifications (RFQ)
2024-524-DF
Professional Design Services for the North Beach Town
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(North Shore D) Neighborhood Improvement Project

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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 Bidders 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 (formerly known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective Bidder 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 the Proposal submitted.

2. BACKGROUND

The City of Miami Beach, a highly urbanized coastal community in southeast Florida and a major economic resource to the region, continues to be the leader in climate change adaptation. The solutions to adapt present significant challenges for the City due to its relatively low-lying topography with significant tidal influence and high-intensity rainfalls. Furthermore, the City is over 100 years old, and many of its infrastructure assets are aged near or past their useful life.

For this reason, the City is committed to investing in neighborhood improvement projects that will address this concern. The various projects aim to elevate roads and seawalls, provide robust drainage systems, replace aged and substandard water and sewer systems, and provide above-ground improvements, such as new street lighting, signalization, bike landscaping, and other street furnishings. Waterways suffer from degraded water quality, which is consistent with the challenges faced by Biscayne Bay as a whole, as well as being adjacent to highly impervious surfaces with aging infrastructure systems.

Consequently, the City adopted the North Beach Town Central Core District in 2018, which includes resilient zoning elements such as wider sidewalks, higher landscape standards, and the use of 5' above Base Flood Elevation (BFE) for new developments. The City has conducted multiple previous master planning efforts that provide the foundation for the Conceptual Design for this project (the "Project") as listed below:

- North Beach Master Plan, 2016
- North Beach: Town Centre District, Intensity Increase Study, 2014
- Resiliency Standards for Tidal Flood and Protection
- Sanitary Sewer Master Plan, 2019
- Transportation Master Plan, 2016
- Pedestrian and Bicycle Master Plan, 2015
- Urban Forestry Master Plan, 2020
- Water Master Plan, 2019
- Storm Water Master Plan Update, 2024
- Blue and Green Stormwater Infrastructure (BGSi), 2020
- Road Elevation Strategy and Sea-level Rise (SLR) tidal flood adaptation plan, 2020
- Citywide Neighborhood Improvement Projects (NIP) prioritization plan, 2020

In addition to the listed projects, the City in 2024 completed the Basis of Design Report (BODR) for the North Shore D neighborhood improvement project.

As the City has already begun implementing these adaptation strategies, Proposers must understand Miami Beach's vulnerabilities to climate change and sea-level rise, be familiar with the work and regional planning tools of the Southeast (SE) Florida Regional Climate Change Compact, and be aware of the City's approach to incremental adaptation over time.

This Project is intended to develop the design of Right-of-Way (ROW) improvements within the North Shore D neighborhood, as identified in the BODR completed in 2024. The North Beach Town Center area is within the North Shore D neighborhood boundaries. Appendix F presents a map identifying the project boundaries.

3. PURPOSE

The North Beach Town Center (North Shore D).Neighborhood Improvement Project (NIP) is a priority flood mitigation project in the heart of a newly designated Community Redevelopment Area (CRA). As part of the North Beach Master Plan, this NIP is a hardening and revitalization project with the primary objective of mitigating flooding caused by extreme rain events and sea-level rise. The Project includes elevating roads, a new stormwater treatment system and pump station, a new stormwater gravity collection system, and stormwater outfall and structure. This Project also consists of replacing existing water and sewer mains along the corridor. This Project will take the existing commercial hub of North Beach and transform it into a resilient, compact, pedestrian and bicycle-friendly town center that is vibrant, dynamic, and includes a mix of uses with an attractive residential living environment, compatible office uses, and neighborhood-oriented commercial services in medium-scale density.

The Public Works Department intends to coordinate this road elevation effort with the development community and phase the design and construction accordingly to mitigate the impacts of construction and harmonization. This Project is to be designed considering a phased construction that would expedite work within areas currently under construction of new developments, thus optimizing harmonization and minimizing further disturbance to residents. There are ongoing projects in the area of 72nd and 73rd Street for which plans have been made available in Appendix G for reference.

In early 2022, the City received a grant for this Project through the Resilient Florida Grant Program. Consequently, the selected firm must comply with the Resilient Florida Grant Program provisions (see Appendix A - Special Conditions No. 8). Of the \$10,000,000 granted, \$2,653,819.46 was allocated for the Basis of Design Report (BODR). The total services required under this RFQ are anticipated to cost between \$5,000,000 and \$7,300,000.

The purpose of this RFQ is to select a firm for professional design services for the right-of-way improvements in the North Shore D neighborhood to provide complete design and construction documents and related services necessary to implement the Project. The selected consultant (the "Consultant") shall be precluded from participating in any work resulting from the services performed under this RFQ and resulting agreement.

THIS RFQ, AND ANY RESULTING CONTRACT, IS ISSUED AND GOVERNED BY SECTION 287.055, FLORIDA STATUTES.

3.1 Interested Parties. Interested parties are invited to submit proposals in accordance with Section 0300. A Pre-proposal conference will be held in accordance with Section 0100, Sub-sections 7 and 8. All proposals will be evaluated in accordance with the criteria found in Section 0400.

4. STATEMENT OF WORK REQUIRED.

The City seeks proposals from professional consulting firms (Architect, Landscape Architect or Civil Engineer) that have proven experience in stormwater, water and wastewater systems, and roadway design, including the intricacies related to road elevation and harmonization. The successful firm will have the technical expertise to conduct the design, permitting, bidding and award support services and engineering services during construction for the right-of-way improvements in the North Shore D neighborhood and prepare the associated design and construction contract documents that will allow the City of Miami Beach to advertise, bid and award a contract for the construction services. The Consultant must have a team of qualified individuals and/or sub-consultants who can guide the City of Miami Beach through the decision-making process of making these improvements in an environmentally responsible and dependable manner. The scope of work will be strictly related to the North Shore D NIP, and the engineering services shall be phased in such a way as to account for any upcoming private development taking place within the Neighborhood.

The selected firm shall provide as needed Architectural, Structural Engineering, Civil Engineering, MEP Engineering, Landscape Architecture, Traffic/Parking Studies and Engineering, Construction Cost Estimating, Surveying, and Geotechnical services for the Project. The work shall include, but not be limited to, conceptual drawings, surveying, geotechnical, design development, estimates of probable construction cost, construction documents, phasing and implementation plans, material selection and specifications, construction staging planning, scheduling, maintenance of traffic planning, permitting, bidding/award, and engineering services during construction for the Project.

Plans shall include all necessary drawings and technical specifications needed to construct the improvements and shall have defining documentation of what is authorized and approved. Documents may be developed in multiple packages based on Project phasing schedule.

The selected firm shall perform all utility coordination, obtain permits, and advise of all fees associated with all site, utilities, etc. work, prepare presentation materials to illustrate the design at various phases and participate in public outreach and regulatory agency review meetings.

The selected firm shall be tasked with, but not limited to, the following duties and responsibilities:

Design Phase: Start the design for phase 1 as described in the BODR and subsequent phases after City issues notice to proceed. The design includes but is not limited to the following:

- Design drawings and specifications for all design components
 - Water
 - Sewer (gravity and pressure)
 - Stormwater conveyance and pump stations, and proposed screening of the pump station above-ground components.
 - Water quality shallow injection wells and mechanical treatment structures
 - Roadway plans, including all above-ground furnishings such as lighting, landscaping, markings, signals, etc. Utilize quality urban design, to make certain Project enhances the aesthetics of the community. Explore opportunities to incorporate artistic elements in the Project. Work closely with the approved developments to make sure that the right-of-way elevations, landscaping, and trees are complementary. Utilize landscape architecture and design for the right-of-way to maximize greenspace and green infrastructure. Tree planting species and placement, including the required underground and above ground infrastructure, should follow the Urban Forestry Master Plan. Follow Transportation Master Plan, including requirements for bike lanes. On 72nd street, explore opportunities for shared use lanes to allow for street closures for events.
 - Incorporate BGSi as appropriate; design should maximize the use of urban bioswales for drainage and water quality, as well as other approved BGSi strategies.
 - Harmonization plans for each property, including but not limited to drainage and all features inside the property that the roadway and proposed solutions may impact.
 - Utility Master Plan, showing all existing and proposed utilities and conflict resolution.
 - Considerations to alleviate extreme heat conditions for pedestrians.
 - Efforts to minimize construction waste and recycle materials should be incorporated.
 - Lighting fixtures should be LED with solar power if feasible.
 - Construction materials should be as sustainable as possible.
- Secure all required design permits for the work, including but not limited to environmental, building, state, and local permits as needed. Selected Consultant shall become familiar with the submittal and review processes for each of the agencies having jurisdiction, including, but not limited to, Florida Department of Transportation (FDOT), South Florida Water Management District, Florida Department of Environmental Protection, Miami-Dade County Regulation and Economic Resources, Division of Environmental Resource Management (RERDERM), Florida Department of Health. Consultant shall schedule pre-application meetings, submittals and review meetings as needed to avoid any delays in the Project.

- Preparation of Statements of Probable Construction Costs by the Consultant as defined by the American Association of Cost Engineers, at each phase of design.
- Prepare submittal and obtain approval from Design Review Board.
- Design workshops and community meetings. Demonstrate and articulate the reduction in flood risk for the community
- Incorporate revisions or comments to the contract documents based upon input received during the DRB meetings, submittal reviews, regulatory reviews, community meeting, or jurisdictional reviews.
- Review contract documents with jurisdictional permitting agencies prior to finalization.

The selected firm shall be required to perform a variety of forensic tasks to verify existing conditions and the accuracy of any available as-built drawings, surveys, and maps to be used for development of the contract drawings, including, but not limited to:

- Verify As-built records.
- Document existing conditions.
- Establish record drawings and pertinent information.

The selected firm shall establish and maintain an in-house Quality Assurance/Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, and constructability of its contract documents. In addition, the selected firm shall follow City standards for the preparation of contract documents, inclusive of drawings, specifications, front-end documents, and cost estimates at 30%, 60%, 90%, and 100% completion for review and approval by the City. Presentation formats for review submittals shall be prepared for the City's Design Review Board (DRB) at 30% (Design Development Phase) completion stage, in order to meet DRB deadlines and meeting schedules. Contract documents shall be subject to Constructability and Value Engineering reviews by City and/or others.

The selected firm will strive to meet established project budgets at all phases of design, and if needed, will redesign and/or revise/adjust project scope as may be deemed necessary to meet established project budgets.

In addition, the selected firm shall attend and participate in community design presentation/review meetings.

The selected firm shall be responsible for securing all required regulatory approvals of its contract documents from all applicable jurisdictional agencies and boards and will be responsible for initiating submittals and reviews in a timely manner.

Bid and Award Services:

1. The selected firm shall assist the City in the bidding and award of the Project. Such assistance shall include preparing documents required for Bid issuance, attending pre-bid conference(s), preparing necessary contract addenda, attending bid opening(s) where applicable, and evaluating bids received.
2. The selected firm shall provide updated Bid documents as may be required, for use during construction.

Engineering Services During Construction:

The selected firm may also perform a variety of tasks during the construction of the Project. These shall include attendance at preconstruction meeting(s), attendance at weekly construction/progress meetings, responding to contractor's Request for Information (RFI), responding to, and evaluating contractor's requests for Change Orders (RCO), issuing contract amendments as-needed, review of shop drawings and submittals, review of record drawings, review and certification of contractor applications for payment, specialty site visits, project closeout reviews, including substantial completion, creation and tracking of final punch list, certification of final completion and acceptance, and warranty submittal reviews.

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

| | |
|-----------------------------------|-----------------------------------|
| RFQ Issued | September 12, 2024 |
| Pre-Proposal Meeting | September 19, 2024 at 11:00 am ET |
| Deadline for Receipt of Questions | October 15, 2024, at 5:00 pm ET |
| Responses Due | October 29, 2024, at 3:00 pm ET |
| 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:

Danny Flores

Telephone:

(305) 673-7000 Ext. 26652

Email:

dannyflores@miamibeachfl.gov

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

The Proposal title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than fourteen (14) 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 Bidders 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. Bidders interested in participating in the Pre-Proposal Meeting must follow these steps:

DETAILS TO BE PROVIDED UPON ISSUANCE

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

8. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City, by means of Addenda, will issue interpretations or written addenda clarifications that are considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective bidder who has received this 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 the 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 bidders are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Bidders shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

10. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Bidders (or Bidder team members or sub-consultants) to determine qualifications (including, but not limited to, litigation history, regulatory action, or additional references) and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

11. BIDDER'S RESPONSIBILITY. Before submitting a response, each Bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Bidder.

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

The City Manager may recommend to the City Commission the Bidder(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals that it deems to be in the best interest of the City, or it may also reject all Proposals.

13. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Bidder. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Bidder in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Bidders that no property, contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties.

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 utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

15. PERISCOPE S2G (FORMERLY BIDSINC). The Procurement Department utilizes Periscope S2G, a 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. 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/>.

18. INDEMNIFICATION

The Contractor agrees that it will indemnify and hold the Federal Government, the grant agency, its employees and their contractors, the State of Florida, its employees and their contractors, the County, its employees and their contractors, and the Municipality and its employees and their contractors harmless from liability to third parties for claims asserted under such contract for any work performed.

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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, the Bidder agrees to be bound by and in compliance with the Terms and Conditions for Services (dated 10.27.2022), incorporated herein, which may be found at the following link:

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

SOLICITATION TERMS & CONDITIONS – GRANTS AND FEDERAL REQUIREMENTS. By virtue of submitting a bid in response to this ITB, Bidder agrees to be bound by and in compliance with the Contract Provisions for Federal Awards (dated 4/20/20), incorporated herein, located at:

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

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SECTION 0300**PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

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

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4 below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to ensure 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 submitted in a timely manner. 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 the Bidder or other source(s), including but not limited to any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in the 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 Requirements

- 1.1 Cover Letter and Table of Contents.** The table of contents should indicate the tabs, sections with tabs, and page numbers to facilitate the evaluation committee's review. The cover letter must be signed by a principal or agent able to bind the firm.
- 1.2 Minimum Requirements.** The Consultant (defined as the "Firm" or "Bidder") shall hold either an "Engineering Business Registry" or "Architect Business Information" license by the State of Florida, Division of Business and Professional Regulations, as applicable.

TAB 2

Experience and Qualifications

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

SUBMIT THE BELOW REQUESTED INFORMATION UTILIZING THE ENCLOSED STANDARD FORM 330 (APPENDIX D) – ARCHITECT-ENGINEER QUALIFICATIONS.

- 2.2 Qualifications of Proposing Firm.** Utilizing the enclosed Standard Form 330 (Appendix B) – Architect-Engineer Qualifications, 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, with emphasis on the following areas of expertise:

Submit (at least three (3)) projects relevant to each area of expertise performed within the last ten (10) years as evidence of the requested experience. Projects must be submitted in the order indicated below. Bidders are limited to the ten (10) project maximum noted on the Standard Form 330 (Appendix B).

- a. Urban road design with experience in elevating roads and sidewalks and harmonizing private properties due to the grade differential created by elevating the right-of-way.
- b. Urban stormwater design that includes trunk lines of 60 inches in diameter or larger.
- c. Design and permitting of stormwater water quality systems.
- d. Water mains and sanitary sewer design, including gravity and pressurized mains. Experience must include the urban design of a 20-inch or larger water main and a 30-inch force main or larger.
- e. Stormwater hydraulic modeling utilizing ICPR4 software.
- f. Experience in public outreach.
- g. Design roadway(s) to include sections with bicycle lanes.

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

2.3.1 Project Experience. Submit detailed information regarding the relevant experience and proven track record of each team member in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies, with emphasis on the following areas of expertise:

Submit (at least three (3)) projects relevant to each area of expertise, performed within the last ten (10) years as evidence of the requested experience. Projects must be submitted in the order indicated below. Bidders are limited to the ten (10) project maximum noted on the Standard Form 330 (Appendix B).

- a. Urban road design with experience in elevating roads and sidewalks and harmonizing private properties due to the grade differential created by elevating the right-of-way.
- b. Urban stormwater design that includes trunk lines of 60 inches in diameter or larger.
- c. Design and permitting of stormwater water quality systems.
- d. Water mains and sanitary sewer design including gravity and pressurized mains. Experience must include urban design of a 30-inch or larger water main of and a 30-inch force main or larger.
- e. Stormwater hydraulic modeling utilizing ICPR4 software.
- f. Experience in Public Outreach.
- g. Design roadway(s) to include sections with bicycle lanes.

2.3 Previous Collaborative Experience of Bidder and Other Key Team Member Firms. Provide a list of projects that the Bidder and the key team member firms have completed jointly (as a team). For each Project, include project name; project details; name of owner/client entity (specify whether public or private); and the entity's project representative and contact information. This information should not be submitted on the Form 330.

TAB 3

Approach and Methodology

Submit detailed information on the proposed approach and methodology. Include information on the approach and methodology that the Proposer and its team have successfully utilized on previous engagements to accomplish a similar scope of work. The information to be provided within this tab should address, but need to be limited to the following areas:

1. Project Initiation and Planning:

- a. Understanding the Project's scope, objectives, and constraints, including budget, timeline, and regulatory requirements as described herein.
- b. Understanding of pertinent City planning documents mentioned in the Background Section of this RFQ; and how proposer will incorporate and coordinate these with the design.
- c. Conducting a thorough review of all available data and documents with information regarding the existing infrastructure, including water and sewer utilities, drainage, and all other pertinent infrastructure.
- d. Availability of proposed key staff.

2. Data Gathering:

- a. Obtaining topographic surveys, geotechnical reports, and other relevant site data.
- b. Collecting data on traffic volume, patterns, and congestion during different times of the day and week and using traffic modeling as needed to evaluate how the proposed changes will impact traffic flow, safety, and congestion and to support the proposed typical section for this road.

3. Stakeholder Engagement:

- a. Identifying and developing engagement plan with stakeholders, such as local government agencies, community representatives, and utility companies.
- b. Seeking input and feedback from the public to understand their concerns and expectations.
- c. Developing a communications plan to keep the public and stakeholders informed about the progress of the Project and any changes to the design or construction schedule, gathering stakeholder feedback, as well as being able to demonstrate and articulate the reduction in flood risk for the community.

4. Preliminary Design:

- a. Developing conceptual design options and drainage models that address the Project's objectives.
- b. Prepare a utility plan depicting all existing utilities.
- c. Considering phasing options.

5. Detailed Design:

- a. Selecting the most feasible and cost-effective design options based on stakeholder analysis and input.
- b. Preparing detailed construction plans, including specifications, materials, and construction techniques.
- c. Developing comprehensive shutdown/bypass strategies for the force main interconnect.
- d. Developing a comprehensive traffic management plan to minimize disruptions during construction.
- e. Application of quality control procedures, best practices and design standards.
- f. Coordinating with external utility companies to relocate or adjust any utilities that might be affected by the Project.

6. Cost Estimation & Timeline:

- a. Preparing detailed cost estimates at each phase of design.
- b. Considering construction costs, utility relocations, and ongoing maintenance.
- c. Strategies to meet schedule and budget requirements without compromising quality, considering both design and construction phases; provide a preliminary schedule for the design, permitting, construction procurement, and construction phases.

7. Permitting and Regulatory Compliance:

- a. Ensuring the design complies with local, state, and federal regulations, including zoning, environmental, and safety standards.
- b. Assisting with permitting the Project through all the necessary regulatory agencies.

8. Supplier Diversity. Describe how the proposer will make efforts to include participation by small/disadvantaged business enterprises, LGBT businesses, and veteran-owned businesses.

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SECTION 0400**PROPOSAL EVALUATION**

1. EVALUATION COMMITTEE. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without requiring presentations. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The City Manager will utilize the results to take one of the following actions:

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

2. PRESENTATIONS BY SHORT-LISTED FIRMS. If a short-listing of firms responding to this 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.

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

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

| Qualitative Criteria (Points Assigned by Evaluation Committee) | | Maximum Points | | | | | | |
|---|---|---------------------|---|----------------------------|---|--------------------------|---|--|
| Experience & Qualifications (Tab 1) | | 70 | | | | | | |
| Approach & Methodology (Tab 2) | | 30 | | | | | | |
| TOTAL AVAILABLE POINTS for Qualitative Criteria | | 100 | | | | | | |
| Quantitative Criteria (Points Assigned by Procurement Department) | | Maximum Points | | | | | | |
| Veteran's Preference Points | | 5 | | | | | | |
| Prime Bidder Volume of Work (0-5 Points). Points awarded to the Bidder for volume of work awarded by the City in the last three (3) years in accordance with the following table: | | 5 | | | | | | |
| <table><tr><td>Less than \$250,000</td><td>5</td></tr><tr><td>\$250,000.01 – \$2,000,000</td><td>3</td></tr><tr><td>Greater than \$2,000,000</td><td>0</td></tr></table> | | Less than \$250,000 | 5 | \$250,000.01 – \$2,000,000 | 3 | Greater than \$2,000,000 | 0 | |
| Less than \$250,000 | 5 | | | | | | | |
| \$250,000.01 – \$2,000,000 | 3 | | | | | | | |
| Greater than \$2,000,000 | 0 | | | | | | | |
| TOTAL AVAILABLE POINTS for Qualitative and Quantitative | | 110 | | | | | | |

5. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g., veteran's preference) in its review of proposals. The Evaluation Committee shall act solely as an advisory to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants, or any other third party in developing an award recommendation in accordance with Section 0100, Sub-section 10. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the evaluation criteria.

6. QUANTITATIVE CRITERIA. Following the results of the evaluation of the qualitative criteria by the Evaluation Committee, the Bidders may receive additional points, which will be added by City staff. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code.

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

| | | Bidder A | Bidder B | Bidder C |
|---------------------|---------------------|----------|----------|----------|
| Committee Member 1 | Qualitative Points | 82 | 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 proposal evaluation process in accordance with Section 0400 do not represent an award recommendation. The City Manager will utilize the results of the proposal evaluation process and any other information he deems appropriate to develop an award recommendation to the City Commission, which may differ from the results of the proposal evaluation process and final rankings.

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APPENDIX A

MIAMI BEACH

Special Conditions

2024-524-DF

Professional Design Services for the North Beach
Town Center
(North Shore D) Neighborhood Improvement

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

1. **TERM OF CONTRACT.** The term of the resulting Agreement shall commence upon execution of the parties, which shall be in effect until all services are completed or all services authorized under Notices to Proceeds (NTPs) are completed and accepted, whichever is later. Notwithstanding the preceding Term, the awarded firm shall adhere to any and all timelines and/or deadlines, as set forth in the negotiated scope of services, including the time for completion of the work and/or services for the Project.
2. **COST ADJUSTMENTS.** During the Term of this Agreement, the City Manager, at his sole discretion, may consider an adjustment to additional services hourly rates. Any such adjustments, if any, shall be based on documented cost increases. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The awarded firm's adjustment request must substantiate the requested increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment, reject the requested adjustment, or may terminate the Agreement and readvertise the bid for the required services.
3. **NEGOTIATIONS.** Upon approval of selection by the City Commission, negotiations between the City and the selected Consultant will take place to arrive at a mutually acceptable Agreement, including the final scope of services, deliverables, and cost of services.
4. **COMPETITIVE SPECIFICATIONS.** It is the goal of the City to maximize competition for the Project among suppliers & contractors. Consultant shall endeavor to prepare all documents, plans & specifications that are in accordance with this goal. Under no condition shall the Consultant include means & methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.
5. **CHANGE OF PROJECT MANAGER.** A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who, in this case, shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval from the City Manager or his designee (i.e., the City project manager).
6. **SUB-CONSULTANTS.** The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of the Consultant.

7. **ADDITIONAL GRANT-RELATED REQUIREMENTS.** The following provisions shall be applicable to the Contract and shall supersede any conflicting provisions contained elsewhere in the Contract.

**Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds
(SLFRF) Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

i. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- a. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate this Contract.
- d. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

ii. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

iii. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.
- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by

law.

- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

iv. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

v. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vi. Clean Air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- a. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

vii. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

viii. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf

- a. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

ix. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

x. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

xi. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

i. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 et seq.

ii. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

iii. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award.

iv. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- a. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- b. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.'
- c. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

v. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the

requirements of the notice and the Recipient's rights upon termination and following termination.

vi. Additional Lobbying Requirements

- a. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- b. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- c. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

vii. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

viii. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

ix. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

i. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

i. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

i. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

i. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

ii. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

i. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such Project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a

project employment and local impact report detailing:

- a. The number of employees of contractors and sub-contractors working on the Project;
- b. The number of employees on the Project hired directly and hired through a third party;
- c. The wages and benefits of workers on the Project by classification; and
- d. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

ii. Project Labor Agreements

Grantees may provide a certification that the Project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- a. How the Grantee will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project;
- b. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project;
- c. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- d. Whether workers on the Project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- e. Whether the Project has completed a labor agreement.

iii. Other Reporting Requirements

Grantees must report whether the Project prioritizes local hires and whether the Project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the Project starts:

- a. National Pollutant Discharge Elimination System (NPDES) Permit Number
- b. Public Water System (PWS) ID number
- c. Median Household Income of service area
- d. Lowest Quintile Income of the service area

APPENDIX B

MIAMI BEACH

Sample Contract

2024-524-DF

Professional Design Services for the North Beach
Town Center
(North Shore D) Neighborhood Improvement

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

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

APPENDIX C

MIAMI BEACH

INSURANCE REQUIREMENTS

2024-524-DF

Professional Design Services for the North Beach
Town Center
(North Shore D) Neighborhood Improvement

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

**TYPE 9 – CONSTRUCTION W/ DESIGN AND
PROFESSIONAL SERVICES (BUILDERS RISK)
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

CERTIFICATE HOLDER MUST READ:

City of Miami Beach
c/o Exigis Insurance Compliance Services
P.O. Box 947 Murrieta, CA 92564

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

Certificates-miamibeach@riskworks.com

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

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

APPENDIX D

MIAMI BEACH

STANDARD FORM 330 (attached under separate cover in Periscope S2G)

2024-524-DF
Professional Design Services for the North Beach
Town Center
(North Shore D) Neighborhood Improvement

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

APPENDIX E

MIAMI BEACH

PROJECT REFERENCE DOCUMENTS

(attached under separate cover in
Periscope S2G)

2024-524-DF

Professional Design Services for the North Beach
Town Center
(North Shore D) Neighborhood Improvement

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

APPENDIX F

MIAMI BEACH

PROJECT BOUNDARIES (attached under separate cover in Periscope S2G)

2024-524-DF

Professional Design Services for the North Beach
Town Center
(North Shore D) Neighborhood Improvement

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

APPENDIX G

MIAMI BEACH

72nd and 73rd St Related Projects Specifications (attached under separate cover in Periscope S2G)

2024-524-DF

Professional Design Services for the North Beach
Town Center
(North Shore D) Neighborhood Improvement

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