

REQUEST FOR QUALIFICATIONS

FOR A CONSTRUCTION MANAGER AT RISK FIRM TO PROVIDE PRE-CONSTRUCTION SERVICES AND CONSTRUCTION PHASE SERVICES VIA A GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT FOR THE BANDSHELL PARK FACILITY

RFQ #42-10/11

RFQ Due Date: August 8, 2011 at 3:00 p.m.

Theo Carrasco, Ph.D., CPPB, Procurement Coordinator
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
www.miamibeachfl.gov



MIAMIBEACH



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

PUBLIC NOTICE

Tel: 305-673-7000 ext. 6230, Fax: 786-394-4624

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 42-10/11
FOR A CONSTRUCTION MANAGER AT RISK FIRM TO PROVIDE PRE-CONSTRUCTION
SERVICES AND CONSTRUCTION PHASE SERVICES VIA A GUARANTEED MAXIMUM
PRICE (GMP) AMENDMENT FOR THE BANDSHELL PARK FACILITY**

Sealed bids will be received by the City of Miami Beach Procurement Division, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, **until 3:00 p.m. on the 8th day of August 2011**, for Request for Qualifications No. 42-10/11.

The Bandshell Park located on Collins Avenue, between 72nd and 73rd Streets, will be undergoing a renovation that consists of new walkways and enhanced circulation, a wider promenade, widening of the 73rd Street sidewalk, new walkway linking the park to the North Beach Recreation Corridor at 72nd Street, new landscaping and irrigation, new urban elements including seating, tables, bike racks, water fountains, trash receptacles, new security lighting, and a new marquee for the park.

CIP staff has studied the use of Construction Management at Risk (CMR) project delivery method for this project in lieu of a standard Design-Bid-Build process, and recommends the CMR option as the most advantageous project delivery method to successfully complete the renovation of the Bandshell Park. One of the most important distinctions between the CMR project approach and the Design-Bid-Build is that the CMR is selected based on the CMR firms qualifications. The CMR approach will give the City the added value of having a qualified contractor evaluate the project documents for any inconsistencies, errors and omissions between the various design disciplines and constructability of the project.

This project delivery method also minimizes additional costs from the Contractor, including change orders and time extensions, since the GMP amendment prohibits most project cost adjustments. Under this approach, time is of the essence to the Contractor because there will be no compensation considered for delays. Furthermore, through the implementation of this type of delivery method, the City was recently able to capture savings in the amount of \$171,555 for the Scott Rakow Project. The agreement between the City and CMR included a clause that stated "Should the Construction Manager at Risk realize any savings from the negotiated schedule of values, the City shall receive 75% of said savings with no line item integrity".

The Project Team, consisting of the Owner (City), Design Professional and CMR work together to produce a quality project with a design that is also buildable in an environment based on a collaborative effort between the three parties in order to work out all the potential conflicts in the project prior to construction.

To this end, the CMR firm is contracted to perform pre-construction services and provide, at the City's request or option, a Guaranteed Maximum Price (GMP) and certifies, by signing the GMP contract with the City, that the CMR firm can build the project for the GMP.

The City will request Pre-Construction Services as follows:

- Constructability and Value Engineering
- Review of Onsite and Offsite Conditions
- Scheduling
- Bidding (GMP submittal & Negotiations)

The CMR is tasked to work with the Design Professional to advise the City of the constructability of the design and provide value engineering of the Design Professionals documents, the CMR will check the quality of the documents and advise the Owner of the most efficient and economical way to build the project pursuant to the Owners goals and objectives.

The end result is a Guaranteed Maximum Price (GMP) from the Contractor. This is subject to restrictions in change order requests and minimizes, or eliminates, additional costs to the City. In order to ensure that the City is successful in negotiating the best value for this project, the City will hire an independent Construction Estimator to provide assistance in validating the CMR's construction costs according to the current market.

The "Best Value" Procurement process will be used to select a firm with the necessary experience and qualifications, as well as demonstrating the ability, capacity and proven past successful performance in providing Construction Management at Risk services. The review/evaluation process to be utilized is one of "Best Value" Procurement which, in addition to price, takes into consideration past performance of the bidder's team on previously completed projects; the Risk Assessment Plan/Value Added Submittal (RAP/VAS) prepared for this project (and submitted with the bid); and qualifications of the bidder's key personnel (based on presentations/interviews conducted by the technical review panel, as further set forth in the evaluation criteria).

The City's construction budget for the renovation of the Bandshell Park is approximately \$800,000.

SCOPE OF SERVICES

The Construction Manager's at Risk (CMR) Scope of Services shall include, without limitation, all of the preconstruction services set forth below and, upon approval by the City of the Guaranteed Maximum Price (GMP) and as contemplated in any GMP Amendment(s), all of the construction services required to complete the work in strict accordance with the Contract Documents, and to deliver the project to the City at or below the GMP and within the Contract time.

The CMR shall review Project requirements, existing on-site and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions. The CMR shall prepare a Project Schedule in accordance with the Contract Documents and in coordination with the City and the Architect/Engineer, identifying all phases, critical path activities, and critical duties of each of the Project team members. The CMR shall review the permitted set of plans and advise the City and the Architect/Engineer regarding the constructability of the design and of any errors, omissions, or conflicts it discovers. The CMR shall prepare an outline of proposed bid packages and detailed cost estimates, and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The CMR shall attend all Project related meetings. The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee. At the conclusion of the Preconstruction Services Phase, the CMR shall, provide the City a proposal for a GMP Amendment for construction phase services and without assuming the duties of the Architect/Engineer, warrant to the City, that the plans, specifications and other Contract

Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

The successful firm will be tasked with the following duties and responsibilities:

Task 1 – Coordination with the Design Professional: In providing the services described in this Agreement, the CMR shall maintain a working relationship with the Architect/Engineer. However, nothing in this Agreement shall be construed to mean that the CMR assumes any of the responsibilities or duties of the A/E. The CMR shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and operations in accordance with the CMR's Agreement with the City. The A/E is responsible for the design requirements of the Project as indicated in the Agreement between the City and the A/E. The CMR's services shall be rendered in conjunction with and in cooperation with the A/E's services under the City. It is not intended that the services of the A/E and the CMR be competitive or duplicative, but rather be complementary.

Task 2 – Review of Design Documents, Scheduling, Estimating, and Cost Control: The CMR, as a result of the review of the design documents and recommendations provided to the City, shall be fully responsible for the coordination of the drawings with the written specifications. This includes but is not limited to, the CMR's review of the construction documents in coordination of the drawings and specifications themselves, with the existing buildings and sites to ensure proper coordination and constructability, lack of conflict and to minimize unforeseen conditions. The CMR shall, during this phase, be responsible for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project. The CMR agrees specifically that no Contract Amendments shall be requested by the CMR or considered by the City for reasons involving conflicts in the documents; questions of clarity with regard to the documents; and incompatibility, or conflicts between the documents and the existing conditions, utilities, code issues and unforeseen underground conditions.

Task 3 – Bid and Award Phase: The CMR shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements currently determined by the City. The CMR shall submit to the City the CMR's list of pre-approved sub-contractors for each element of the Work to be sub-contracted by the CMR. This list shall be developed by the execution by the CMR of the sub-contractor's Pre-qualification Plan noted above. The City reserves the right to reject any sub-contractor proposed for any bid to be considered by the CMR. Any claims, objections or disputes arising out of the Pre-qualification Plan or list, are the responsibility of the CMR. The CMR shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre-qualification plan and/or the sub-contractor's list, except where the sole cause of the matter is a City directed decision.

Task 4 – Guaranteed Maximum Price (GMP): After taking, reviewing and identifying the proposals from the responsive and responsible sub-contractors, the CMR shall propose to the City, a GMP, which shall be the sum of the proposed sub-contracts and the CMR's General Conditions (including any fee, profit, overhead and all like amounts) and the agreed upon Contingency amount. The GMP shall be the full and complete amount for which the CMR agrees to go forward from the receipt of sub-contract bids to the full completion of the Project. Prior to acceptance and execution of the GMP, the CMR shall submit a Best Value quality control plan that identifies risks and potential risks that the CMR does not control, or risk that is impacted by factors that the CMR does not control, and includes the CMR's plan to minimize that risk. A risk would be any existing or potential condition, situation or event that could

negatively impact the project's cost, schedule, quality and the City's expectations.

Upon acceptance and execution of the GMP proposal, by the City, the CMR shall enter into sub-contract agreements with the sub-contractors selected for the amounts included in the GMP Proposal for that sub-contract work, and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a CMR with regard to other services required by the Contract Documents.

Task 5 – Construction Phase: Once the City has accepted the GMP, the City will issue a GMP Amendment which will include the Contract for Construction. CMR activities shall include, but are not limited to:

- Coordinating site construction management services including but not limited to: regular job site meetings, maintaining daily on-site project log and schedule reports, overseeing quality assurance, testing and inspection programs, monitoring construction management staff and sub-contractor work performance for deficiencies, maintaining record copies of all contract documents, change orders and other documentation on site, and overseeing construction management staff and subcontractor safety programs.
- Staffing each assigned project in a satisfactory manner. As a minimum, the CMR site personnel during the construction phase will include: a project manager, a full-time project superintendent and project administrative personnel. The CMR shall provide site personnel that are competent, English-speaking and able to communicate effectively.
- Updating and maintaining master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
- Preparing a schedule of values associated with the identified bid package and submitting it for approval by the Architect and City's representative(s). All payment requests must be in accordance with the schedule of values approved.
- Processing payment requests for approval by the Architect and the City's representative(s).
- Processing any change orders due to scope and modifications and submitting them for approval by the Architect and the City's representative(s), including a cost estimate of the proposed change.
- Processing requests for information and coordination with the Architect.
- Providing construction program accounting and reporting to the City as required.
- Monitoring for the presence of existing asbestos containing building materials and certify to the City that no asbestos containing material has been used.
- Providing monthly progress reports to the City.
- Submitting exception-based status reports, associated with the Best Value Quality Control Plan, addressing conditions, situations, and events that introduce risk to the project, in terms of cost, schedule, quality, and City's expectations, and including the CMR's plan to mitigate the risk (s).
- Coordinating with the Architect and City representative(s) the substantial and final inspections, prior to the Architect's approval and issuance of the Certificate of Substantial Completion.

Task 6 – Post-Construction Phase: The CMR will coordinate project closeout, start-up and transition to operations, per the contract for Construction. Activities include but are not limited to:

- The CMR shall coordinate project close-out, start-up and transition to operations.
- The CMR will coordinate with the Architect to provide a complete project record including project manual and CADD drawings to show all construction changes, additions, and deletions compared to the Construction Document (CADD disks will be provided to the

CMR by the Architect).

- The CMR will coordinate with the City to prepare the Certificate of Final Inspection.
- The CMR will obtain and review for completeness, have corrected if necessary, and submit to the City, following the Architect's approval, all Warranties, Operations and Maintenance Manuals, and other such documents.
- The CMR is responsible for Warranties and Guaranties.
- The CMR will complete all punch-list items generated by Contractor during their inspections.
- The CMR will coordinate and conduct the Occupancy Evaluation and Warranty Inspection.

Minimum Requirements

For purposes of compliance with this minimum experience requirement, the term "Proposer" is hereby defined to mean the firm and/or business entity which is submitting a proposal pursuant to this RFQ. Accordingly, the firm and/or business entity must meet the minimum requirements listed below in order to be deemed responsive. Non-responsive bids will be disqualified from consideration.

Interested Firms shall address the following items in the RFQ response:

1. Team's Experience

- Indicate the firm's number of years of experience in providing CMR Services or Design Build services for projects of the same size and complexity as required by this RFQ.
- The firm must demonstrate an ability to provide multi-disciplinary management in the areas of facility assessment, scope definition/validation, planning, public engagement, cost estimating, scheduling, quality control and assurance plan, building code review/inspection, design, construction, closeout, and warranty services.
- List all successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project. An SF254 can suffice this request.
- List the firm's successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years;
- Provide the name(s) of the person, within your organization who was most actively concerned with managing each project;
- List and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during in the past five (5) years.

- 2. Project Manager's Experience:** Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have a minimum of five (5) years' experience in the management of construction projects, possess extensive knowledge in the management of construction projects, value engineering, working in a team environment, and be well versed in project schedules and budgeting. Furthermore, this individual should have served as

Project Manager on projects having the same size (i.e., construction budget of \$1.0 million or greater) and complexity.

3. Previous Similar Projects: Provide a list of a minimum of ten (10) projects which demonstrates the Team's experience in providing the services outlined in this RFQ. Must provide the following information for each sample project.

- Client name, address, phone number, email
- Consultant name, address, phone number, fax and/or e-Mail address
- Description of the scope of the work
- Role of the firm and the responsibilities
- Month and Year the project was started and completed
- Total cost and/or fees paid to your firm
- Total cost of the construction, estimated and actual

5. Qualifications of Project Team: Provide a list of the personnel to be used on this project and their qualifications. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member to be assigned to this project.

6. Risk-Assessment Plan (RAP): All Consultants must submit a Risk-Assessment Plan. The RAP must not be longer than two (2) pages front side of page only should be included within the RFQ response. The RAP should address the following items in a clear and generic language:

- Potential project risks. (Areas that may cause the Contractor not to finish on time, not finish with budget, cause any change orders, or be a source of dissatisfaction with the owner)
- Explanation of how the risks can be avoided/minimized
- Propose any options that could increase the value of this project
- Explain the benefits of the RAP. Address the quality and performance differences in terms of risk minimization that the City can understand and what benefits the option will provide to the user. No brochures or marketing pieces please.

Sealed qualifications will be received until **3:00 p.m. on August 8, 2011**, at the following address:

**City of Miami Beach
Procurement Division - Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139**

Any response received after **3:00 p.m. on August 8, 2011**, will be returned to the consultant unopened. The responsibility for submitting qualifications before the stated time and date is solely the responsibility of the consultant. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

A pre-qualifications meeting is scheduled for July 22, 2011, at 1 p.m. at the following address:

**City of Miami Beach
City Manager's Large Conference Room
1701 Meridian Avenue
Miami Beach, FL 33139**

Attendance (in person or via telephone) to this Pre-Qualifications submission meeting is encouraged and recommended as a source of information but is not mandatory

Proposers who are interested in participating via telephone please send an e-mail to theocarrasco@miamibeachfl.gov expressing your intent to participate via telephone at least one business day in advance of the meeting and must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-877-953-3061 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 8982915# (note that the number is followed by the pound (#) key).

The City of Miami Beach is using **BidSync**, a central bid notification system that provides bid notification services to interested vendors. BidSync allows vendors to register online and receive notification of bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.bidsync.com. If you do not have Internet access, please call the BidSync's vendor support at 801-765-9245.

The City of Miami Beach provides bid information online at <http://web.miamibeachfl.gov/procurement>.

THE CITY OF MIAMI BEACH RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY OF MIAMI BEACH, OR WAIVE ANY INFORMALITY IN ANY PROPOSAL. THE CITY OF MIAMI BEACH MAY ALSO REJECT ANY AND ALL PROPOSALS.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSALS IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>.

- CONE OF SILENCE – ORDINANCE NO. 2002-3378
- CODE OF BUSINESS ETHICS – RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS – ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES – ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES – ORDINANCE NO. 2002-3363.
- CAMPAIGN CONTRIBUTIONS BY VENDORS – ORDINANCE NO. 2003-3389.

Sincerely,



Gus Lopez, CPPO
Procurement Director



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NOTICE TO PROSPECTIVE BIDDERS

NO BID

If not submitting a proposal at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

- ☐ Not responding due to workload issues
- ☐ Not responding due to minimum experience requirements
- ☐ Not responding due to specifications /scope of services
- ☐ Not responding due timely payment issues
- ☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: _____

Title: _____

Company: _____

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.



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SECTION I – REQUEST FOR QUALIFICATIONS OVERVIEW AND RESPONSE PROCEDURES

A. INTRODUCTION/ANALYSIS

The Bandshell Park located on Collins Avenue, between 72nd and 73rd Streets, will be undergoing a renovation that consists of new walkways and enhanced circulation, a wider promenade, widening of the 73rd Street sidewalk, new walkway linking the park to the North Beach Recreation Corridor at 72nd Street, new landscaping and irrigation, new urban elements including seating, tables, bike racks, water fountains, trash receptacles, new security lighting, and a new marquee for the park.

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This project delivery method also minimizes additional costs from the Contractor, including change orders and time extensions, since the GMP amendment prohibits most project cost adjustments. Under this approach, time is of the essence to the Contractor because there will be no compensation considered for delays. Furthermore, through the implementation of this type of delivery method, the City was recently able to capture savings in the amount of \$171,555 for the Scott Rakow Project. The agreement between the City and CMR included a clause that stated “Should the Construction Manager at Risk realize any savings from the negotiated schedule of values, the City shall receive 75% of said savings with no line item integrity”.

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To this end, the CMR firm is contracted to perform pre-construction services and provide, at the City’s request or option, a Guaranteed Maximum Price (GMP) and certifies, by signing the GMP contract with the City, that the CMR firm can build the project for the GMP.

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restrictions in change order requests and minimizes, or eliminates, additional costs to the City. In order to ensure that the City is successful in negotiating the best value for this project, the City will hire an independent Construction Estimator to provide assistance in validating the CMR's construction costs according to the current market.

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The City's construction budget for the renovation of the Bandshell Park is approximately \$800,000.

B. PURPOSE

It is the intent of the Administration to use the RFQ process to select firms who are qualified to provide services in each of the above categories of professional specialization. When professional services are required, a proposed project will be analyzed in terms of the predominant professional specialty required, and a firm will be selected from the appropriate specialization list.

C. RFQ TIMETABLE

The anticipated schedule for this RFQ and contract approval is as follows:

RFQ Issued	July 15, 2011
Pre-qualification meeting	July 22, 2011 at 1 p.m.
Deadline for receipt of questions	August 1, 2011, at 3 p.m.
Deadline for receipt of Proposals	August 8, 2011, at 3 p.m.
Evaluation Committee	August 2011
Commission approval authorizing negotiations	September 14, 2011
Contract negotiations	September/October 2011
Projected contract start date	December 2011

D. QUALIFICATIONS SUBMISSION

An original, five (5) copies, and a CD copy of the Consultant's qualifications will be received until **3:00 p.m. on August 8, 2011**, at the following address:

**City of Miami Beach
Procurement Division – Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139**

The original and all copies must be submitted to the Procurement Division in a sealed envelope or container stating on the outside the Consultant's name, address, telephone number, RFQ number and title, and due date. **No facsimile or e-mail responses will be considered.**

The responsibility for submitting a response to this RFQ to the Procurement Division on or

before the stated time and date will be solely and strictly that of the consultant. The City will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Responses received after the RFQ due date and time will not be accepted and will not be considered.

E. PRE-QUALIFICATION MEETING

A pre-qualification meeting is scheduled for **July 22, 2011, at 1 p.m.** at the following address:

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Attendance (in person) is encouraged and recommended as a source of information but is not mandatory.

F. CONTACT PERSON

The contact person for this RFQ is Theo Carrasco, Procurement Coordinator and may be reached by phone: 305.673.7000 ext. 6230; fax: 786-394-4624; or e-mail: theocarrasco@miamibeachfl.gov.

The City's Procurement Director is authorized by the City's Cone of Silence Ordinance to have oral communications with prospective Consultants relative to matters of process or procedures only. Requests for additional information or clarifications must be made in writing to the Procurement Director. Facsimile or e-mail requests are acceptable.

The Procurement Director will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this RFQ.

Consultants should not rely on representations, statements, or explanations other than those made in this RFQ or in any addendum to this RFQ.

Consultants are advised that oral communications between the Consultants or their representatives and the Mayor or City Commissioners and their respective staff, or members of the City's administrative staff to include the City Manager and his staff, or evaluation committee members is prohibited.

SECTION II -- SCOPE OF SERVICES

The Construction Manager's at Risk (CMR) Scope of Services shall include, without limitation, all of the preconstruction services set forth below and, upon approval by the City of the Guaranteed Maximum Price (GMP) and as contemplated in any GMP Amendment(s), all of the construction services required to complete the work in strict accordance with the Contract Documents, and to deliver the project to the City at or below the GMP and within the Contract time.

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The successful firm will be tasked with the following duties and responsibilities:

Task 1 – Coordination with the Design Professional: In providing the services described in this Agreement, the CMR shall maintain a working relationship with the Architect/Engineer. However, nothing in this Agreement shall be construed to mean that the CMR assumes any of the responsibilities or duties of the A/E. The CMR shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and operations in accordance with the CMR's Agreement with the City. The A/E is responsible for the design requirements of the Project as indicated in the Agreement between the City and the A/E. The CMR's services shall be rendered in conjunction with and in cooperation with the A/E's services under the City. It is not intended that the services of the A/E and the CMR be competitive or duplicative, but rather be complementary.

Task 2 – Review of Design Documents, Scheduling, Estimating, and Cost Control: The CMR, as a result of the review of the design documents and recommendations provided to the City, shall be fully responsible for the coordination of the drawings with the written specifications. This includes but is not limited to, the CMR's review of the construction documents in coordination of the drawings and specifications themselves, with the existing buildings and sites to ensure proper coordination and constructability, lack of conflict and to minimize unforeseen conditions. The CMR shall, during this phase, be responsible for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project. The CMR agrees specifically that no Contract Amendments shall be requested by the CMR or considered by the City for reasons involving conflicts in the documents; questions of clarity with regard to the documents; and incompatibility, or conflicts between the documents and the existing conditions, utilities, code issues and unforeseen

underground conditions.

Task 3 – Bid and Award Phase: The CMR shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements currently determined by the City. The CMR shall submit to the City the CMR's list of pre-approved sub-contractors for each element of the Work to be sub-contracted by the CMR. This list shall be developed by the execution by the CMR of the sub-contractor's Pre-qualification Plan noted above. The City reserves the right to reject any sub-contractor proposed for any bid to be considered by the CMR. Any claims, objections or disputes arising out of the Pre-qualification Plan or list, are the responsibility of the CMR. The CMR shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre-qualification plan and/or the sub-contractor's list, except where the sole cause of the matter is a City directed decision.

Task 4 – Guaranteed Maximum Price (GMP): After taking, reviewing and identifying the proposals from the responsive and responsible sub-contractors, the CMR shall propose to the City, a GMP, which shall be the sum of the proposed sub-contracts and the CMR's General Conditions (including any fee, profit, overhead and all like amounts) and the agreed upon Contingency amount. The GMP shall be the full and complete amount for which the CMR agrees to go forward from the receipt of sub-contract bids to the full completion of the Project. Prior to acceptance and execution of the GMP, the CMR shall submit a Best Value quality control plan that identifies risks and potential risks that the CMR does not control, or risk that is impacted by factors that the CMR does not control, and includes the CMR's plan to minimize that risk. A risk would be any existing or potential condition, situation or event that could negatively impact the project's cost, schedule, quality and the City's expectations. Upon acceptance and execution of the GMP proposal, by the City, the CMR shall enter into sub-contract agreements with the sub-contractors selected for the amounts included in the GMP Proposal for that sub-contract work, and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a CMR with regard to other services required by the Contract Documents.

Task 5 – Construction Phase: Once the City has accepted the GMP, the City will issue a GMP Amendment which will include the Contract for Construction. CMR activities shall include, but are not limited to:

- Coordinating site construction management services including but not limited to: regular job site meetings, maintaining daily on-site project log and schedule reports, overseeing quality assurance, testing and inspection programs, monitoring construction management staff and sub-contractor work performance for deficiencies, maintaining record copies of all contract documents, change orders and other documentation on site, and overseeing construction management staff and subcontractor safety programs.
- Staffing each assigned project in a satisfactory manner. As a minimum, the CMR site personnel during the construction phase will include: a project manager, a full-time project superintendent and project administrative personnel. The CMR shall provide site personnel that are competent, English-speaking and able to communicate effectively.
- Updating and maintaining master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
- Preparing a schedule of values associated with the identified bid package and submitting it for approval by the Architect and City's representative(s). All payment requests must be in accordance with the schedule of values approved.
- Processing payment requests for approval by the Architect and the City's representative(s).

- Processing any change orders due to scope and modifications and submitting them for approval by the Architect and the City's representative(s), including a cost estimate of the proposed change.
- Processing requests for information and coordination with the Architect.
- Providing construction program accounting and reporting to the City as required.
- Monitoring for the presence of existing asbestos containing building materials and certify to the City that no asbestos containing material has been used.
- Providing monthly progress reports to the City.
- Submitting exception-based status reports, associated with the Best Value Quality Control Plan, addressing conditions, situations, and events that introduce risk to the project, in terms of cost, schedule, quality, and City's expectations, and including the CMR's plan to mitigate the risk (s).
- Coordinating with the Architect and City representative(s) the substantial and final inspections, prior to the Architect's approval and issuance of the Certificate of Substantial Completion.

Task 6 – Post-Construction Phase: The CMR will coordinate project closeout, start-up and transition to operations, per the contract for Construction. Activities include but are not limited to:

- The CMR shall coordinate project close-out, start-up and transition to operations.
- The CMR will coordinate with the Architect to provide a complete project record including project manual and CADD drawings to show all construction changes, additions, and deletions compared to the Construction Document (CADD disks will be provided to the CMR by the Architect).
- The CMR will coordinate with the City to prepare the Certificate of Final Inspection.
- The CMR will obtain and review for completeness, have corrected if necessary, and submit to the City, following the Architect's approval, all Warranties, Operations and Maintenance Manuals, and other such documents.
- The CMR is responsible for Warranties and Guaranties.
- The CMR will complete all punch-list items generated by Contractor during their inspections.
- The CMR will coordinate and conduct the Occupancy Evaluation and Warranty Inspection.

SECTION III – QUALIFICATION FORMAT

Submittals must contain the following documents, each fully completed, and signed as required. If any items are omitted, Firms must submit the documentation no later than **three (3) calendar days** upon request from the City, or the qualification may be deemed non-responsive. All other items must be submitted with your qualification or it will be deemed non-responsive.

1. Table of Contents

Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Proposal Points to Address:

Proposer must respond to all minimum requirements listed below. Proposals which do not contain such documentation may be deemed non-responsive.

- Introduction letter outlining the contractor's experience providing Construction Management at Risk (CMR), provide past experience to support the qualifications of the submitter. Interested contractors should submit documents that provide sample projects that can support the company's capability of performing CMR Services for projects of the same size and complexity as required by this Request for Qualifications.
- Respondents must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements;
- Provide a minimum of ten (10) client references (name, title, company, address, telephone, email and fax;
- Performance Evaluation Letter and Survey attached herein request that your client submit the completed survey to Theo Carrasco, Procurement Coordinator at (Fax) 786-394-4624 or theocarrasco@miamibeachfl.gov. **Please understand that the City will not accept any surveys provided directly by the Proposer. Surveys will only be accepted from a Proposer's previous client.** Consultants are responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data

3. Price Proposal:

None required at this time. Fees are to be negotiated with the selected firm(s).

4. Acknowledgment of Addenda:

(IF REQUIRED BY ADDENDUM) and Proposer Information forms

5. Provide Certified Minority Business Certification documentation (if applicable)

(State of Florida or Miami-Dade County)

6. Any other document required by this RFQ. (Proposer may submit any other document in order to convey their understanding of the scope of services required under this RFQ)

SECTION IV - MINIMUM PROPOSER REQUIREMENTS/QUALIFICATIONS:

ALL FIRMS THAT SUBMIT A PROPOSAL FOR CONSIDERATION MUST MEET THE MINIMUM QUALIFICATIONS AS PROVIDED BELOW. IF THE MINIMUM QUALIFICATIONS ARE NOT MET, THE CONSULTANT'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE. QUALIFICATIONS WILL BE CONSIDERED ONLY FROM PROPOSERS THAT ARE REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING THE PROFESSIONAL SPECIALIZATION SERVICES AS DESCRIBED IN THIS RFQ.

For purposes of compliance with this minimum experience requirement, the term "Proposer" is hereby defined to mean the firm and/or business entity which is submitting a proposal pursuant to this RFQ. Accordingly, the firm and/or business entity must meet the minimum requirements listed below in order to be deemed responsive. Non-responsive bids will be disqualified from consideration.

Interested Firms shall address the following items in the RFQ response:

1. Team's Experience

- Indicate the firm's number of years of experience in providing CMR Services or Design Build services for projects of the same size and complexity as required by this RFQ.
- The firm must demonstrate an ability to provide multi-disciplinary management in the areas of facility assessment, scope definition/validation, planning, public engagement, cost estimating, scheduling, quality control and assurance plan, building code review/inspection, design, construction, closeout, and warranty services.
- List all successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project. An SF254 can suffice this request.
- List the firm's successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years;
- Provide the name(s) of the person, within your organization who was most actively concerned with managing each project;
- List and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during in the past five (5) years.

2. Project Manager's Experience: Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have a minimum of five (5) years' experience in the management of construction projects, possess extensive knowledge in the management of construction projects, value engineering, working in a team environment, and be well versed in project schedules and budgeting. Furthermore, this individual should have served as Project Manager on projects having the same size (i.e., construction budget of \$1.0 million or greater) and complexity.

3. Previous Similar Projects: Provide a list of a minimum of ten (10) projects which demonstrates the Team's experience in providing the services outlined in this RFQ. Must provide the following information for each sample project.

- Client name, address, phone number, email
- Consultant name, address, phone number, fax and/or e-Mail address
- Description of the scope of the work
- Role of the firm and the responsibilities
- Month and Year the project was started and completed
- Total cost and/or fees paid to your firm
- Total cost of the construction, estimated and actual

4. Qualifications of Project Team: Provide a list of the personnel to be used on this project and their qualifications. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member to be assigned to this project.

5. Risk-Assessment Plan (RAP): All Consultants must submit a Risk-Assessment Plan. The RAP must not be longer than two (2) pages front side of page only should be included within the RFQ response. The RAP should address the following items in a clear and generic language:

- Potential project risks. (Areas that may cause the Contractor not to finish on time, not finish with budget, cause any change orders, or be a source of dissatisfaction with the owner)
- Explanation of how the risks can be avoided/minimized
- Propose any options that could increase the value of this project
- Explain the benefits of the RAP. Address the quality and performance differences in terms of risk minimization that the City can understand and what benefits the option will provide to the user. No brochures or marketing pieces please.

SECTION V – EVALUATION SELECTION PROCESS

The procedure for response, evaluation and selection will be as follows:

1. RFQ issued – July 15, 2011
2. Pre-qualification meeting – July 22, 2011
3. Receipt of qualification packages – August 8, 2011 at 3 p.m.
4. Opening and listing of all responses received.
5. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFQ. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
6. The Evaluation Committee will recommend to the City Manager the proposal(s) that the Evaluation Committee deem to be in the best interest of the City by using the following criteria for selection:

Total Points	Criteria
25	The experience, qualifications and portfolio of the Project Manager, as well as his/her familiarity with this project and a thorough understanding of the methodology and design approach to be used in this assignment
20	The experience, qualifications, quality control and assurance plan, and portfolio of the Principal Firm
20	The experience and qualifications of the professional personnel assigned to the Project Team as well as their familiarity with this project and a thorough understanding of the methodology and design approach to be used in this assignment
20	Willingness to meet time and budget requirements as demonstrated by past performance, methodology and approach
10	Past performance based on quality of the Performance Evaluation Surveys and the Administration's due diligence based upon reference checks performed of the Firm(s) clients
5	Risk Assessment Plan that reflects a clear understanding of project objectives; a thorough review of existing conditions; familiarity with the project site; a thorough understanding of all permitting and regulatory requirements and impacts; and other considerations that may impact the design and construction of the proposed improvements

7. The City Manager shall recommend to the City Commission the firm or firms, acceptance of which the City Manager deems to be in the best interest of the City.
8. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject the City Manager's recommendation(s) and select another response or responses. In any case, City Commission shall select the response or responses, acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.
9. Negotiations between the selected respondent and the City take place to arrive at agreement terms. If the City Commission has so directed, the City may proceed to negotiate an agreement with a respondent other than the top ranked respondent if the negotiations with the top ranked respondent fail to produce a mutually acceptable agreement within a reasonable period of time.

10. A proposed contract is recommended by the City Manager to the City Commission for approval.
11. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so.

Important Note:

By submitting a response, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

SECTION VI – LEGAL TERMS AND CONDITIONS/INSURANCE

A. MODIFICATION/WITHDRAWALS OF SUBMITTALS

A consultant may submit a modified response to replace all or any portion of a previously submitted response up until the RFQ due date and time. Modifications received after the RFQ due date and time will not be considered.

Responses shall be irrevocable until contract award unless withdrawn in writing prior to the RFQ due date or after expiration of 120 calendar days from the opening of responses without a contract award. Letters of withdrawal received after the RFQ due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

B. RFQ POSTPONEMENT/CANCELLATION/REJECTION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; readvertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in any responses received as a result of this RFQ.

C. COST INCURRED BY CONSULTANTS

All expenses involved with the preparation and submission of responses to the City, or any work performed in connection therewith, shall be the sole responsibility of the consultant(s) and not be reimbursed by the City.

D. EXCEPTIONS TO RFQ

Consultants must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what alternative is being offered. The City, after completing evaluations, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the consultant to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

E. SUNSHINE LAW

Consultants are hereby notified that all information submitted as part of a response to this RFQ will be available for public inspection after opening of responses, in compliance with Chapter 286, Florida Statutes, known as the Florida Government in the Sunshine Law.

F. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussion, or may require consultants to give oral presentations based on their responses. The City reserves the right to enter into negotiations with the selected consultant, and if the City and the selected consultant cannot negotiate a mutually acceptable contract, the City may terminate the negotiations and begin negotiations with the next selected consultant. This process may continue until a contract has been executed or all responses have been rejected. No consultant shall have any rights in the subject project or property or against the City arising from such negotiations.

G. PROTEST PROCEDURES

Consultants that are not selected may protest any recommendation for selection of award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for protesting the City Manager's recommendation. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

H. RULES; REGULATIONS; LICENSING REQUIREMENTS

Consultants are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. Ignorance on the part of the consultant will in no way relieve it from responsibility for compliance.

I. DEFAULT

Failure or refusal of a consultant to execute a contract upon award by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the consultant from the City's vendor list.

J. CONFLICT OF INTEREST

All consultants must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all consultants must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the consultant or any of its affiliates.

K. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS

All Proposers are expected to be or become familiar with all City of Miami Beach Lobbyist laws, as amended from time to time. Proposers shall ensure that all City of Miami Beach Lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed herein, in addition to disqualification of their Proposals, in the event of such non-compliance.

L. CONSULTANT'S RESPONSIBILITY

Before submitting responses, each consultant shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful consultant from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for any monetary consideration on the part of the consultant.

M. RELATION OF CITY

It is the intent of the parties hereto that the successful consultant be legally considered to be an independent consultant and that neither the consultant nor the consultant's employees and agents shall, under any circumstances, be considered employees or agents of the City.

N. PUBLIC ENTITY CRIME (PEC)

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a consultant, supplier, subconsultant, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

O. ASSIGNMENT

The successful consultant shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment shall constitute a default by the successful consultant.

P. INDEMNIFICATION

The successful consultant shall be required to agree to indemnify and hold harmless the City of Miami Beach and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

R. TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful consultant, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful consultant of such termination which shall become effective upon receipt by the successful consultant of the written termination notice.

In that event, the City shall compensate the successful consultant in accordance with the Agreement for all services performed by the consultant prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the consultant, and the City may reasonably withhold payments to the successful consultant for the purposes of set off until such time as the exact amount of damages due the City from the successful consultant is determined.

S. TERMINATION FOR CONVENIENCE OF CITY

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful consultant of such termination, which shall become effective thirty (30) days following receipt by consultant of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the successful consultant in accordance with the Agreement for all services actually performed by the successful consultant and reasonable direct costs of successful consultant for assembling and delivering to City all documents. No compensation shall be due to the successful consultant for any profits that the successful consultant expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful consultant upon a termination as provided for in this section.

T. INSURANCE

Successful consultant shall obtain, provide and maintain during the term of the Agreement the following types and amounts of insurance as indicated on the Insurance Checklist which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide. Name the City of Miami Beach as an additional insured on all liability policies required by this contract. When naming the City of Miami Beach as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.

Any exceptions to these requirements must be approved by the City's Risk Management Department.

FAILURE TO PROCURE INSURANCE:

Successful consultant's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which City may immediately terminate the proposed Agreement.

U. CONE OF SILENCE

Pursuant to Section 2-486 of the City Code, entitled Cone of Silence, you are hereby advised that the Cone of Silence requirements listed herein shall apply.

V. DEBARMENT ORDINANCE

Proposers are hereby advised that this RFQ is further subject to City of Miami Beach Ordinance No. 2000-3234 (Debarment Ordinance). Proposers are strongly advised to review the City's Debarment Ordinance. Debarment may constitute grounds for termination of the contract, as well as, disqualification from consideration on any City of Miami Beach RFP, RFQ, RFLI, or bid.

W. PROHIBITED CAMPAIGN CONTRIBUTIONS BY VENDORS

The General Municipal Election for 2007 is under way and some candidates have already filed their intent to run for the office of Mayor or Commissioner for the City of Miami Beach. It is of utmost importance that you familiarize yourself and adhere to the requirements set forth in the City's Vendor Prohibited Campaign Contributions Ordinance No. 2003-3389 (the "Ordinance"). FAILURE TO ADHERE COULD RESULT IN YOUR DISQUALIFICATION FROM TRANSACTING BUSINESS WITH THE CITY FOR A PERIOD OF TIME.

The Ordinance was adopted to ensure that no person who is a vendor of the City of Miami Beach, gives a campaign contribution directly, or through a member of the person's immediate family, or through a political action committee, or through any other person, to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. This prohibition applies to natural persons and to persons who hold a controlling financial interest in business entities. The definitions of "vendor" and "controlling financial interest" are as follows:

"Vendor" means a person and/or entity, which has been selected by the City as the successful bidder on a present or pending bid for goods, equipment or services, or has been approved by the City on a present or pending award for goods, equipment or services, prior to or upon execution of a contract, purchase order or standing order.

"Controlling Financial Interest" means the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. "Firm" means a corporation, partnership, business trust or any legal entity other than a natural person.

X. CODE OF BUSINESS ETHICS

Pursuant to Resolution No.2000 23879 each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with your bid/response or within five days upon receipt of request.

The Code shall, at a minimum, require your firm or you as a sole proprietor, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code.

Y. AMERICAN WITH DISABILITIES ACT

Call 305-673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance please call Robert Halfhill, Public Works Department, at 305-673-7631.

Z. ACCEPTANCE OF GIFTS, FAVORS, SERVICES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this proposal.

Pursuant to Sec. 2-449 of the City Code, no officer or employee of the city shall accept any gift, favor or service that might reasonably tend improperly to influence him/her in the discharge of his/her official duties.

**SECTION VII – PROPOSAL DOCUMENTS TO BE COMPLETED AND RETURNED TO CITY
WITH PROPOSAL SUBMISSION**

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INSURANCE CHECK LIST

- XXX 1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include Premises/Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- ___ 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- ___ 4. Excess Liability - \$_____. 00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- ___ 6. Other Insurance as indicated:
- | | |
|---|--------------|
| ___ Builders Risk completed value | \$_____ . 00 |
| ___ Liquor Liability | \$_____ . 00 |
| ___ Fire Legal Liability | \$_____ . 00 |
| ___ Protection and Indemnity | \$_____ . 00 |
| ___ Professional Liability | \$_____ . 00 |
| ___ Employee Dishonesty Bond | \$_____ . 00 |
| ___ Theft Covering Money and/or Property
Of others | \$_____ . 00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+: VI or better, latest edition.
- XXX 9. The certificate must state the RFQ number and title

PROPOSER AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after Proposal opening. **Selected Proposal's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which City may immediately terminate the proposed Agreement.**

Proposer

Signature of Proposer

PROPOSER INFORMATION

Submitted by: _____

Proposer (Entity): _____

Signature: _____

Name (Printed): _____

Address: _____

City/State: _____

Telephone: _____

Fax: _____

E-mail: _____

It is understood and agreed by Proposer that the City reserves the right to reject any and all Proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the RFQ or in the Proposals received as a result of the RFQ. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

(Authorized Signature)

(Date)

(Printed Name)

**REQUEST FOR QUALIFICATIONS NO. 42-10/11
ACKNOWLEDGMENT OF ADDENDA**

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFQ:

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

Part II: _____ No addendum was received in connection with this RFQ.

Verified with Procurement staff

Name of staff

Date

Proposer Name

Date

Signature

DECLARATION

TO: City of Miami Beach
City Hall
1700 Convention Center Drive
Procurement Division
Miami Beach, Florida 33139

Submitted this _____ day of _____, 2011.

The undersigned, as propose, declares that the only persons interested in this proposal are named herein; that no other person has any interest in this responses or in the Contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this response is accepted, to execute an appropriate City of Miami Beach document for establishing a formal contractual relationship between the consultant and the City of Miami Beach, Florida, for the performance of all requirements to which the response pertains.

The Proposer states that the response is based upon the documents identified by the following number: RFQ No. 42-10/11.

SIGNATURE

PRINTED NAME

TITLE (IF CORPORATION)

**SWORN STATEMENT UNDER SECTION
287.133(3) (a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to _____
[print name of public entity]

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

Whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If
the Entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____).

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of _____, 2008

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

QUESTIONNAIRE

Proposer's Name:

Principal Office Address:

Official Representative:

**Individual
Partnership (Circle One)
Corporation**

**If a Corporation, answer this:
When Incorporated:**

In what State:

**If a Foreign Corporation:
Date of Registration with
Florida Secretary of State:**

Name of Resident Agent:

Address of Resident Agent:

President's Name:

Vice-President's Name:

Treasurer's Name:

Members of Board of Directors:

If a Partnership:

Date of organization:

General or Limited Partnership*:

Name and Address of Each Partner:

NAME

ADDRESS

*** Designate general partners in a Limited Partnership**

1. Number of years of relevant experience in operating same or similar business: _____

2. Have any agreements held by Proposer for a project ever been canceled?
Yes () No ()

If yes, give details on a separate sheet.

3. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Bidder/Proposer refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

If yes, please explain:

4. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ()
If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this RFQ and Qualification Form have () have not () been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this Proposal: (If none, state same.)

8. Public Disclosure. In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Proposer and/or individuals and entities comprising or representing such Proposer and in an attempt to ensure full and complete disclosure regarding this contract, all Proposers are required to disclose all persons and entities who may be involved with this Proposal. This list shall include public relation firms, lawyers and lobbyists. The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of Proposals.

The Proposer understands that information contained in this Questionnaire will be relied upon by the City in awarding the proposed contract, and such information is warranted by the Proposer to be true and accurate. The Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of the Proposer, as may be required by the City Manager. The Proposer further understands that the information contained in this Questionnaire may be confirmed through a background investigation conducted by the City, through the Miami Beach Police Department. By submitting this Questionnaire the Proposer agrees to cooperate with this investigation, including but not limited to, fingerprinting and providing information for a credit check.

PROPOSER

WITNESS:

IF INDIVIDUAL:

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP:

Signature

Print Name of Firm

Print Name

Address

By:

General Partner

Print Name

ATTEST:

IF CORPORATION:

Secretary

Print Name of Corporation

Print Name

Address

By:

President

(CORPORATE SEAL)

Print Name



CITY OF MIAMI BEACH

DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: _____

Name of Company Contact Person: _____

Phone Number: _____ Fax Number: _____ E-mail: _____

Vendor Number (if known): _____ Federal ID or Social Security Number: _____

Approximate Number of Employees in the U.S.: _____ (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? ____ Yes ____ No
Union name(s): _____

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

- A.** Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below?

Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

☐ Race	☐ Yes ☐ No	☐ Sex	☐ Yes ☐ No
☐ Color	☐ Yes ☐ No	☐ Sexual Orientation	☐ Yes ☐ No
☐ Creed	☐ Yes ☐ No	☐ Gender Identity (transgender status)	☐ Yes ☐ No
☐ Religion	☐ Yes ☐ No	☐ Domestic partner status	☐ Yes ☐ No
☐ National origin	☐ Yes ☐ No	☐ Marital status	☐ Yes ☐ No
☐ Ancestry	☐ Yes ☐ No	☐ Disability	☐ Yes ☐ No
☐ Age	☐ Yes ☐ No	☐ AIDS/HIV status	☐ Yes ☐ No
☐ Height	☐ Yes ☐ No	☐ Weight	☐ Yes ☐ No

- B.** Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City?

Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

☐ Yes ☐ No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

- A. Will your company provide or offer access to any benefits to employees with spouses and/or to spouses of employees that may be assigned to work on the City of Miami Beach contract?

_ Yes _ No

- B. Will your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees that may be assigned to work on the City of Miami Beach contract?

_ Yes _ No

*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C below.

- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	☐	☐	☐	☐
Dental	☐	☐	☐	☐
Vision	☐	☐	☐	☐
Retirement (Pension, 401(k), etc.)	☐	☐	☐	☐
Bereavement	☐	☐	☐	☐
Family Leave	☐	☐	☐	☐
Parental Leave	☐	☐	☐	☐
Employee Assistance Program	☐	☐	☐	☐
Relocation & Travel	☐	☐	☐	☐
Company Discount, Facilities & Events	☐	☐	☐	☐
Credit Union	☐	☐	☐	☐
Child Care	☐	☐	☐	☐
Other	☐	☐	☐	☐

Note: If you cannot offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a

completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered? ☐ Yes ☐ No

Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____

Signature

Mailing Address

Name of Signatory

City, State, Zip Code

Title



MIAMIBEACH

CITY OF MIAMI BEACH REASONABLE MEASURES APPLICATION

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division **ONLY IF** you:

- A.** Have taken all reasonable measures to end discrimination in benefits;
- B.** Are unable to do so; and
- C.** Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

- 1.** The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
- 2.** The dates on which such benefits providers were contacted;
- 3.** Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
- 4.** Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date

Definition of Terms

A. Reasonable Measures

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

1. The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
2. The existence of benefits providers willing to offer equal benefits to the City Contractor; and
3. The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. Cash Equivalent

“Cash Equivalent” means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees’ Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer’s direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits apply:

- A. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
- B. For health benefits, the cost to the Contractor of the Contractor’s share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
- C. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.



**CITY OF MIAMI BEACH
SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM**

Declaration: Nondiscrimination in Contracts and Benefits

This form, and supporting documentation, must be submitted to the Procurement Division by entities seeking to contract with the City of Miami Beach that wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

Fill out all sections that apply. Attach additional sheets as necessary.

A. Open Enrollment

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the City begins, provided that the City Contractor submits to the Procurement Division evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the City is entered into, and only applies to benefits for which an open enrollment process is applicable.

Date next benefits plan year begins:

Date nondiscriminatory benefits will be available:

Reason for Delay:

Description of efforts being undertaken to end discrimination in benefits:

B. Administrative Actions and Request for Extension

Ending discrimination in benefits may be delayed to allow administrative steps to be taken to incorporate nondiscriminatory benefits into the City Contractor's infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three months. An extension of this time may be granted at the discretion of the Procurement Director, upon the written request of the City Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps and dates to be achieved:

If requesting extension beyond three months, please explain basis:

C. Collective Bargaining Agreements (CBA)

Ending discrimination in benefits may be delayed until the expiration of a City Contractor's Current collective bargaining agreement(s) where all of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s);
2. The City Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the City Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the City Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the City Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Procurement Director, this cash equivalent payment must begin at the time the Unions refuse to allow the collective bargaining agreements to be reopened, or in any case no longer than three (3) months from the date the contract with the City is entered into.

For a delay to be granted under this provision, written proof must be submitted with this form that:

- The benefits for which the delay is requested are governed by a collective bargaining agreement;
- All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and
- A cash equivalent payment will be provided to eligible employees for whom benefits are not available.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date

SECTION VIII – PAST PERFORMANCE SURVEY



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305-673-7000 ext. 6230, Fax: 786-394-4624

Date: _____

To: _____
(Client's Name)

Individual Providing the Survey Response: _____

Phone: _____

Fax: _____

E-mail: _____

Subject: Performance Evaluation of _____

Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on various Consultants that performed CM at Risk Services. The information will be used to assist City of Miami Beach in the evaluation of a Contractor for services performed for your agency of company.

The company listed in the **subject** line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both the company and City of Miami Beach would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following document and answer the questions to the best of your knowledge. Should you have difficulty understanding the question's meaning, please provide your best judgment as to its understanding and score accordingly. **Please return to Theo Carrasco by August 8, 2011,** via fax to 786.394.4624 or e-mail theocarrasco@miamibeachfl.gov.

Thank you for your time and effort.

Gus Lopez, CPPO
Procurement Director



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305-673-7000 ext. 6230, Fax: 786-394-4624

PERFORMANCE EVALUATION SURVEY RFQ 42-10/11

Date: _____

Company Name: _____

Point of Contact: _____

Phone and Email: _____

Please evaluate the performance of the company (1 – poor; 10 – excellent).

NO	CRITERIA	UNIT	SCORE
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, tax clearance, etc. submitted promptly)	(1-10)	
6	Communication, explanation of risk, and documentation	(1-10)	
7	Ability to follow the users rules, regulations, and requirements (housekeeping, safety, etc...)	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring contractor again)	(1-10)	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and Email: _____

Date of Services: _____

Dollar Amount for Services:

Please return this questionnaire to Theo Carrasco by August 8, 2011, via fax to 786.394.4624 or e-mail theocarrasco@miamibeachfl.gov.