

REQUEST FOR PROPOSALS

**FOR CONSTRUCTION COST ESTIMATING, SCHEDULING AND CLAIMS
ANALYSIS SERVICES, ON AN AS-NEEDED BASIS, FOR THE
CITY OF MIAMI BEACH.**

RFP # 02-06/07

RFP OPENING: November 10, 2006 AT 3:00 P.M.

Gus Lopez, *CPPO, Procurement Director*
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
www.miamibeachfl.gov

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MIAMIBEACH



PROCUREMENT DIVISION

Tel: 305-673-7490, Fax: 305-673-7851

PUBLIC NOTICE

REQUEST FOR PROPOSAL (RFP) NO. 02-06/07 FOR CONSTRUCTION COST ESTIMATING, SCHEDULING AND CLAIMS ANALYSIS SERVICES, ON AN AS-NEEDED BASIS, FOR THE CITY OF MIAMI BEACH.

Cost Estimating Services is a necessary and allied component necessary in order to verify the accuracy of the Architect's and Construction Manager's construction cost estimates and provide City department's such as CIP and Public Works with an independent professional opinion as to cost, which would be valuable in the successful tracking of cost during the construction phase of any given City project. In addition, due to the fluctuating current construction services market conditions, Cost Estimating Services available to the City via a rotational list, would facilitate the preparation and accuracy of CIP and Public Works budgets during planning, design and construction phases.

The firms selected under this RFP would not only provide Cost Estimating Services but Scheduling and Claims analysis as well. Often, claims analysis is a necessary service on many of the City's design and construction projects. The ability in having scheduling and cost estimating firm(s) available on a rotating list to be used on an as-needed basis would enable the City to have independent firm(s) evaluate the validity of any given claim by analyzing the project(s) costs and schedules.

It is the intent of the City of Miami Beach to select several firms under this RFP process, which will be contacted on a rotational basis. The selection process to be used by the City will be one of "Best Value Procurement", meaning that the City will, in addition to price, consider past performance on previous contracts, Risk Assessment for this RFP, and Qualifications of Personnel proposed for this RFP.

Sealed proposals will be received until 3:00 PM on November 10, 2006, at the following address:

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

Any response received after 3:00 PM on November 10, 2006 will be returned to the Consultant unopened. The responsibility for submitting proposals 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-Proposal Submission Meeting is scheduled for October 26, 2006 at 10:00 a.m. at the following address:

**City of Miami Beach
City Hall
1700 Convention Center Drive
Fourth Floor, Mayor's Conference Room
1700 Convention Center Drive
Miami Beach, Florida.**

The City of Miami Beach has contracted with BidNet which utilizes a central bid notification system created exclusively for state and local agencies located in South Florida. Created in conjunction with BidNet(s), this South Florida Purchasing system allows for vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website:
www.govbids.com/scripts/southflorida/public/home1.asp.

If you do not have Internet access, please call the BidNet(r) support group at 800-677-1997 extension # 214.

Attendance (in person or via telephone) to this Pre-Proposal submission meeting is encouraged and recommended as a source of information but is not mandatory. Consultants interested in participating in the pre-Proposal submission meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)
- (2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

Consultants, who are interested in participating via telephone, please send an e-mail to romanmartinez@miamibeachfl.gov expressing your intent to participate via telephone.

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 PROPOSAL IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE:

<http://www.miamibeachfl.gov/newcity/depts/purchase/bidintro.asp>

- 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.

Sincerely,

A handwritten signature in black ink, appearing to be 'Gus Lopez', written in a cursive style.

Gus Lopez, CPPO
Procurement Director



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

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 305-673-7851

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SECTION I – OVERVIEW

A. INTRODUCTION / BACKGROUND

Cost Estimating Services is a necessary and allied component necessary in order to verify the accuracy of the Architect's and Construction Manager's construction cost estimates and provide City department's such as CIP and Public Works with an independent professional opinion as to cost, which would be valuable in the successful tracking of cost during the construction phase of any given City project. In addition, do to the fluctuating current construction services market conditions, Cost Estimating Services available to the City via a rotational list, would facilitate the preparation and accuracy of CIP and Public Works budgets during planning, design and construction phases.

The firms selected under this RFP would not only provide Cost Estimating Services but Scheduling and Claims analysis as well. Often, claims analysis is a necessary service on many of the City's design and construction projects. The ability in having scheduling and cost estimating firm(s) available on a rotating list to be used on an as-needed basis would enable the City to have independent firm(s) evaluate the validity of any given claim by analyzing the project(s) costs and schedules.

It is the intent of the City of Miami Beach to select several firms under this RFP process, which will be contacted on a rotational basis. The selection process to be used by the City will be one of "Best Value Procurement", meaning that the City will, in addition to price, consider past performance on previous contracts, Risk Assessment for this RFP, and Qualifications of Personnel proposed for this RFP. This contract shall be for two (2) years, with two (2) optional renewal years at the City's discretion.

B. PURPOSE

It is the intent of this RFP is to use the "Best Value" Procurement process to select consultants with the experience and qualifications; the ability; capability; capacity; and proven past successful performance in providing successful construction cost estimating, scheduling and claims analysis services.

C. RFP TIMETABLE

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

RFP to be issued	October 12, 2006
Pre-Proposal Conference	October 26, 2006 @ 10:00 a.m.
Deadline for receipt of questions	November 1, 2006
Deadline for receipt of responses	November 10, 2006 @ 3:00 p.m.
Evaluation committee meetings	December, 2006
Commission approval/ authorization of negotiations	January, 2007
Contract negotiations	January, 2007
Projected award date	February, 2007
Projected contract start date	February, 2007

D. PROPOSALS SUBMISSION

An original and ten (10) copies of Consultants' proposal will be received until 3:00 p.m. on November 10, 2006, at the following address:

**City of Miami Beach
City Hall
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, RFP number and title, and due date. **No facsimile or e-mail responses will be considered.**

The responsibility for submitting a response to this RFP 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 RFP due date and time will not be accepted and will not be considered.

E. PRE-PROPOSAL SUBMISSION MEETING

A pre-Proposal submission meeting is scheduled for October 26, 2006 at 10:00 a.m. at the following address:

**City of Miami Beach
City Hall
Fourth Floor, Mayor's Conference Room
1700 Convention Center Drive
Miami Beach, Florida.**

Attendance (in person or via telephone) is encouraged and recommended as a source of information but is not mandatory. Consultants interested in participating in the pre-RFP submission meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)
- (2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

Consultants who are interested in participating via telephone, please send an e-mail to the contact person listed on the next page, expressing your intent to participate via telephone.

F. CONTACT PERSON

The contact person for this RFP is Roman Martinez, Senior Procurement Coordinator. Mr. Martinez may be reached by phone: 305.673.7490; fax: 305.673.7851; or e-Mail: romanmartinez@miamibeachfl.gov.

The City's Procurement Director is authorized by the City's Code 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. Please sent all questions to romanmartinez@miamibeachfl.gov and copy the City Clerk's office RobertParcher@miamibeachfl.gov.

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 RFP.

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

Consultants are advised that oral communications between the Consultant 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.

G. TERM OF CONTRACT

This contract shall commence the day specified in the contract as a result of negotiations, and remain in effect for a period of two (2) years.

The City of Miami Beach has the option to renew the contract at its sole discretion for an additional two (2) year period on a year-to-year basis. Renewal of the contract is a City of Miami Beach prerogative- not a right of the consultant. Such option will be exercised, if at all, only when it is in the best interest of the City of Miami Beach.

In the event that the contract is held over beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein, and shall not exceed six (6) months.

SECTION II -- SCOPE OF SERVICES

- I. The Consultant(s) shall provide and/or perform cost estimating and schedule preparation and/or evaluation services for a variety of building construction projects for the City of Miami Beach.

Such projects may include but not necessarily be limited to the design, construction, remodeling, renovation, repair, improvement, or extension of City Government facilities and buildings, appurtenant building structures, building systems, building sites, other public facilities and right-of-way neighborhood projects.

- II. The scope of such services, depending on the scope, size, complexity, and composition of each assigned project, will involve total projects or multi-disciplinary elements of right-of-way projects, building projects and other public facilities, including but not limited to, Construction Specifications Institute Division/Section elements:

1. General Requirements
2. Site Work
3. Cast-in-Place Concrete
4. Masonry
5. Metals
6. Wood and plastics
7. Thermal and moisture protection
8. Doors and windows
9. Finishes
10. Specialties
11. Equipment
12. Furnishings
13. Special construction
14. Conveying systems
15. Mechanical
16. Electrical
17. Systems

These services may require the Consultant to prepare independent, objective, detailed cost estimates and/or schedules to be used by the City of Miami Beach for evaluating, negotiating, and otherwise resolving requests, payment applications, and claims made by construction contractors, and in determining the cost of changes in the work proposed by the City or required by unforeseeable or unanticipated circumstances.

- III Services.

The scope of such multi-disciplined services to be provided and/or performed by the Consultant for selected projects may include, but not necessarily be limited to, providing and/or performing such services or tasks as:

A. Cost Estimating Involving:

1. Budgetary/ conceptual cost estimates for proposed Capital Improvement (CIP) Projects.
2. Budgetary/conceptual cost estimates for planned projects based on generally established project design concepts.
3. Estimates of cost based on project schematic drawings.
4. Estimates of cost based on project design development plans and specifications.
5. Estimates of cost based on final project construction plans and specifications or field survey of existing facilities.
6. Estimates of cost based on proposed changes to the final project construction plans and specification including additions, deletions, or alternative revisions thereto.
7. Evaluation and recommendations pertaining to proposals submitted or cost proposals made by contractors, subcontractors, equipment and material suppliers, and others pertaining to City of Miami Beach construction projects.
8. Evaluation and recommendations pertaining to contractors proposed Schedule of Values for use in establishing contract partial (progress) and final payment applications amounts.
9. Evaluation and recommendations pertaining to the dollar amounts contained in construction contractors periodic applications for partial (progress) and final contract payments including the value of stored materials where applicable.
10. Estimates of cost based on an evaluation of alternative or substitute equipment, materials, or building systems proposed by contractors awarded City of Miami Beach construction contracts.
11. Comparative cost analysis of requests or claims for changes in contract compensation involving disputes, City-directed Change Orders, unforeseen conditions, changes in the work, and changes in the contract time period submitted by contractors employed on City of Miami Beach construction contracts.
12. In the event of proposed or actual litigation between the City of Miami Beach and contractors employed on City construction contracts, develop and provide expert witness testimony and related support documentation pertaining to claims for changes in contract compensation involving disputes, changes in the work, and/or changes in the contract time period.

13. Such other cost estimates pertaining to City of Miami Beach construction projects as the City may request.
14. Estimates to assist with any emergency work such as Hurricane Disaster relief efforts.

B. Scheduling/ Schedule Evaluation Involving:

1. Budgetary/conceptual schedule estimate for proposed Capital Improvement (CIP) and Public Works Projects.
2. Evaluation and recommendations based on construction schedules prepared and submitted by contractors awarded City construction contracts.
3. Evaluation and recommendations pertaining to potential changes in City construction contract time periods and work schedules involving proposed and/or actual changes in the contracted construction work.
4. Evaluation and recommendations pertaining to contractor's requests or claims pertaining to City-directed changes in work schedules, manpower requirements, and contract time period and change(s) in contract compensation possibly caused thereby.
5. Evaluation pertaining to the cause, effect, impact, and costs pertaining to unanticipated disruptions, delays, or lack of progress on contracted construction work and recommendations of alternative means of resolving and/or overcoming such problems.
6. Evaluation and otherwise monitor and critique and provide recommendations pertaining to contractors' proposed plan of work, work schedule, procurement schedule, shop drawing submittal schedule, subcontracting schedule, and the anticipated and actual progress related thereto.
7. In the event of proposed or actual litigation between the City and contractors employed on City construction contracts, develop and provide expert witness testimony and related support documentation pertaining to claims for changes in contract time and changes in contract compensation caused thereby.
8. Such other evaluations pertaining to the time periods for construction contracts, work schedules, work progress, work delays, and related issues as the City may request.

C. Legal Support Services or Testimony:

Provide advice and assistance to the City Attorneys' Office or other City divisions/ departments in support of resolving and/or defending claims made by the construction contractors or others against the City, including expert witness and legal testimony on matters relating to claims for damages and/or changes in construction contract compensation and time.

IV. Authorization of Services:

As individual projects are generated by the City, the Consultant will be provided with, or will participate in, the development of a general Scope of Services statement.

This statement will provide the basis for the Consultant and the City's Project Manager to mutually develop a more detailed, comprehensive, Scope of Services. On the basis of such a Scope of Services, supplemented with a Consultant's Service Performance Schedule, the Consultant will prepare and submit for the City's consideration a detailed proposal covering the cost of the professional services and any other related costs involved for each assignment.

Upon (1) agreement as to the Scope of Services, (2) the acceptance of the Consultant's Service Performance Schedule, and (3) the approval by the City of the Consultant's proposal and fee, whether or not modified by negotiation, the Consultant will be authorized to proceed to provide and/or perform the agreed to services by the City's issuance of a written Delivery Orders.

SECTION III – PROPOSAL FORMAT

Proposals must contain the following documents, each fully completed, and signed as required. If any items are omitted, Consultants must submit the documentation within five (5) calendar days upon request from the City, or the proposal shall be deemed non-responsive. The City will not accept cost information after deadline for receipt of proposal.

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.

- a) **Introduction letter** outlining the Consultants professional specialization, provide past experience to support the qualifications of the submitter. Interested Consultants should submit documents that provide evidence as to the capability to process and provide successful performance in construction cost estimating, scheduling and claims analysis service.
- b) **Cost Information:**
Cost information must be submitted with your proposal, respondent must provide line item cost for the Cost Summary form found on page 24 of this RFP package.
- c) **Client Performance Evaluation Surveys:**
Please provide your client with the Performance Evaluation Letter and Survey attached herein on pages 44 and 45, and request that your client submit the completed survey to Roman Martinez, Sr. Procurement Specialist at (Fax) 305-673-7851 or e-mail romanmartinez@miamibeachfl.gov. **Please understand that we will not accept Client Surveys being sent to our office from the office of the proposer, Surveys must be sent to Procurement from your client's office(s).** 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
- d) **Methodology and Approach:**
Please provide your firm's methodology and approach to this project. Identify suspect areas of difficulties and provide your solutions though your methods and approach. Identify all project milestones and discuss each phase of the project from inception to final completion of services. In addition, please provide examples of past experiences were your firm's cost estimates have been instrumental in the successful tracking of cost during design as well as construction.

e) **Qualifications of Consultant Team:**

- 1) Provide an organizational chart of all personnel and consultants 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.
- 2) The Proposer shall be licensed in the state of Florida and be nationally certified as a Certified Value Specialist (CVS), Certified Cost Engineers(CCE), and Certified Cost Consultants (CCC) Estimating Firm. The Proposer shall provide proof, in the form of licenses and certificates in their proposal.

f) **Risk-Assessment Plan (RAP):**

All Consultants must submit a Risk-Assessment Plan. The Risk-Assessment Plan **must not be longer than two pages** front side of page only. The RAP **should be submitted in a sealed unmarked envelope** and included within the RFP response. The Risk-Assessment Plan should address the following items in a clear and generic language:

- (1) What risks the project has. (Areas that may cause the Consultant not to finish on time, not finish with budget, cause any change orders, or be a source of dissatisfaction with the owner).
- (2) Explanation of how the risks will be avoided/minimize.
- (3) Propose any options that could increase the value of this project.
- (4) Explain the benefits of the Risk Assessment Plan. 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. Do not provide brochures or marketing pieces.

SECTION IV – EVALUATION/SELECTION PROCESS

The procedure for response evaluation and selection is as follows:

- Request for Proposal issued.
- Receipt of responses.
- Opening and listing of all responses received.
- An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this RFP. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.

The Evaluation Committee will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City by using the following criteria for selection:

1. Qualifications of the Firm (10 points).
2. Qualifications of the Individuals (Project Team) (10 points).
3. Risk Assessment Plan for ensuring quality of work (25 points).
4. Past performance based on number and quality of the Performance Evaluation Surveys (25 points).
5. Interview of Company personnel (15 points).
6. Fee Proposal (15 points).

The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

Important Note:

By submitting a response, all Consultants 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 V – 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 RFP due date and time. Modifications received after the RFP due date and time will not be considered.

Responses shall be irrevocable until contract award unless withdrawn in writing prior to the RFP 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. RFP POSTPONEMENT/CANCELLATION/REJECTION

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

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 RFP

Consultants must clearly indicate any exceptions they wish to take to any of the terms in this RFP, 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 RFP 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; AND 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, sub-Consultant, 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.

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 Heidi Johnson Wright, Public Works Department, at 305-673-7080.

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.

INSURANCE CHECK LIST

- XXX 1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida and U.S.L. & H / Jones Act per Federal Law (If required).
- 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).
- XXX3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- ___ 4. Excess Liability - \$_____. 00 per occurrence to follow the primary coverage.
- 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
___ Employee Dishonesty Bond	\$_____ . 00
<u>XXX</u> Professional Liability	<u>\$1,000,000 .00</u>
- 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 Quote number and title

VENDOR 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.

Vendor

Signature of Vendor

**SECTION VI - DOCUMENTS TO BE COMPLETED
AND RETURNED TO CITY**

Cost Summary Form

Proposer is asked to please provide the following billing hourly rates for each job classification listed. The City reserves the right to amend this form as to its personnel and/or hourly rates during the Negotiation of Contract phase with each selected firm. This Fee Proposal will be reviewed by the Evaluation Committee to arrive at a score for selection criteria item No. 6, Fee Proposal, found on page 15.

Principal;	\$_____	hourly rate
Chief Cost Estimator (Project Manager);	\$_____	hourly rate
Senior Cost Estimator;	\$_____	hourly rate
Technician;	\$_____	hourly rate
Clerical;	\$_____	hourly rate
Other:		
_____	\$_____	hourly rate
_____	\$_____	hourly rate
_____	\$_____	hourly rate
_____	\$_____	hourly rate
_____	\$_____	hourly rate

Company Name: _____

Authorized Signature _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

**REQUEST FOR PROPOSALS NO. 02-06/07
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 RFP: 02-06/07.

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 RFP.

Verified with Procurement staff

Name of staff

Date

(Consultant -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 _____, 2006.

The undersigned, as consultant, 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 consultant agrees if this response is accepted, to execute an appropriate City of Miami Beach document for the purpose of 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 consultant states that the response is based upon the documents identified by the following number: RFP No.02-06/07.

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.

1. 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:

_____.)

4. 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.

5. 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.

6. 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.

- 5) 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.
- 6) 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 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 _____, 2006

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

Consultant'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

Questionnaire (continued)

If a Partnership:

Date of organization:

General or Limited Partnership*:

Name and Address of Each Partner:

NAME

ADDRESS

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

—

1. Number of years of relevant experience in operating A/E business:
_____.

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

If yes, give details on a separate sheet.

3. Has the Consultant or any principals of the applicant organization failed to qualify as a responsible Bidder, 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:

Questionnaire (continued)

- 4. Has the Consultant 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 bid 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 Consultant 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.)**

Questionnaire (continued)

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 Consultant and/or individuals and entities comprising or representing such Consultant, and in an attempt to ensure full and complete disclosure regarding this contract, all Consultants 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.

Questionnaire (continued)

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

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

WITNESS:

IF CORPORATION:

Signature

Print Name of Corporation

Print Name

Address

By: _____
President

(CORPORATE SEAL)

Attest: _____

**SECTION VII – “BEST VALUE PROCUREMENT” DOCUMENTS TO BE COMPLETED
BY RESPONDENTS AND PREVIOUS CLIENTS**

ATTACHMENT 1

**How to Prepare a Reference List and How to Prepare
and Send Performance Surveys**

ATTACHMENT 2

Risk Assessment Plan

ATTACHMENT 3

Performance Evaluation Survey

ATTACHMENT 1

Detailed Instructions on How to Prepare a Reference List and How to Prepare and Send Performance Surveys

The selection process model to be used by the City will be one of “Best Value Procurement”, meaning that the City will, in addition to price, consider past performance on previous contracts, Risk Assessment for this RFP, and Qualifications of Personnel proposed for this RFP.

Overview

The objective of this process is to identify the past performance of a vendor and key components of their team. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to the City, and the ratings will be averaged together to obtain a firm’s past performance rating. The figure below illustrates the survey process.

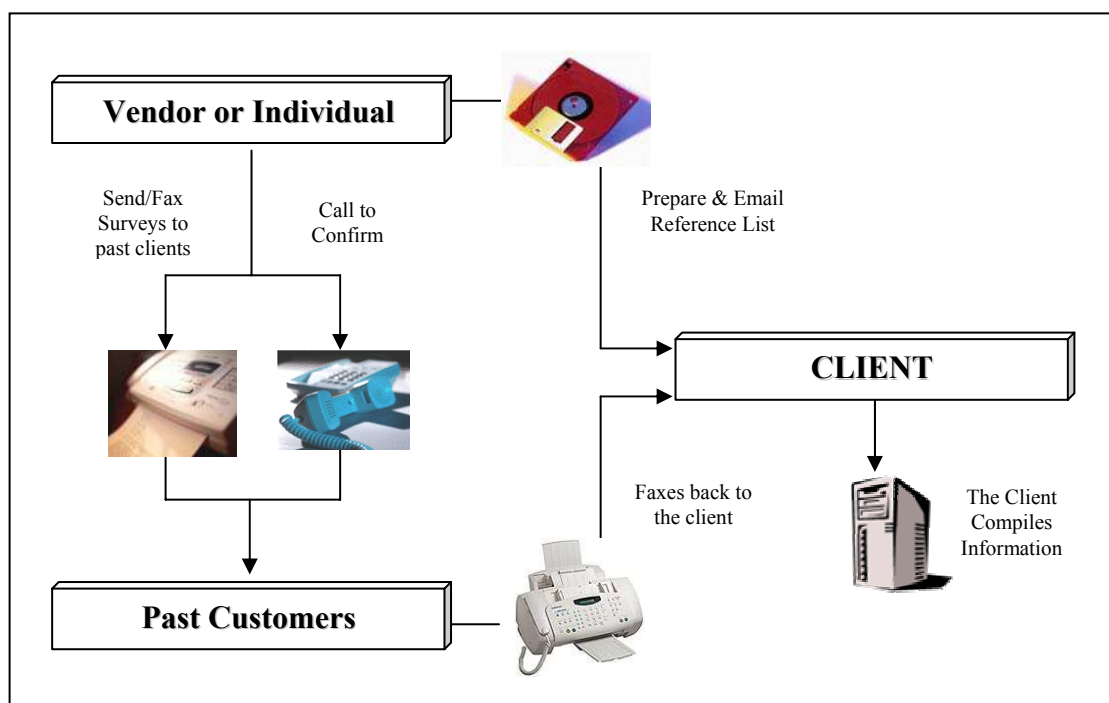


Figure 1: Survey Process

A. Creating and Submitting a Reference List

1. All key components must create a list of past users that will evaluate their past performance. This will be referred to as a “**Reference List**”. The Reference List Excel file can be downloaded from BidNet under RFP-02-06/07 or can be sent to you via E-mail, please send an E-mail to romanmartinez@mimaibeachfl.gov requesting the file.
2. The key components may be different for each project. If you are proposing on a specific project, please make sure to find out what the critical components are for that project. The

following are the most common key components used:

Key Component	Minimum Number of Surveys allowed	Maximum Number of Surveys allowed
The Construction Cost Estimating Firm	1	25
Chief Cost Estimator (PM)	1	10

3. The vendor is responsible for selecting their team and for the performance of their team. We recommend that the vendor use high performing individuals (i.e. project manager, and any other individuals required on a particular project), as well as support personnel as required for the RFP.
4. The maximum number of past projects that will be given credit, is 25 (twenty-five) for each firm, and 10 (ten) for each individual (PM, etc.). The minimum number of past projects is 1 (one) for each key component. Credit will be given to vendors with more high performing surveys.
5. The reference list should include the firms/individuals “best” projects. Credit will be given to vendors / individuals with more high performing surveys.
6. The Reference List must include the following (All fields are required! If you do not submit all the information required, there will be no credit given for the reference):

CODE	A unique (different) number assigned to each project
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
PROJECT NAME	Name of the project (Bird High School A-Wing, Warehouse B, etc.).
DATE COMPLETED [MM/DD/YYYY]	Date when the project was completed. (i.e. 5/31/1995)
COST OF PROJECT (fees)	Awarded cost of project (\$50,000)

7. The data in the reference list must be submitted via fax to Roman Martinez at 305-673-7851 and in electronic format on a MS Excel spreadsheet file. The file must also be emailed to Roman Martinez at romanmartinez@miamibeachfl.gov. (The format of the file is shown in Figure 2).
8. The vendor is responsible for verifying that their key components information is accurate prior to submission.
9. The reference list must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

	A	B	C	D	E	F	G	H	I
	CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	DATE COMPLETED [MM/DD/YYYY]	COST OF PROJECT
1									
2	1	Kyle	Smith	458-963-8562	458-963-8563	City of Mesa	Mesa Park	5/15/2000	\$36,589
3	2	George	Johnson	549-785-9654	549-785-9655	City of Mesa	Police Building 3	6/8/1999	\$452,389
4	3	Phil	McGill	458-965-7852	458-965-7853	City of Mesa	Cafeteria #1	7/6/1980	\$12,648
5	4	Bill	Robinson	136-621-1264	136-621-1265	ABB Warehouse	Warehouse renovation	6/2/1995	\$154,893
6	5	Matt	Camigan	658-965-8965	658-965-8966	ADOT	Stapley Road Overpass	1/5/2002	\$15,648
7	6	Keith	Jones	458-965-8523	458-965-8524	City of Gilbert	Road Renovation	5/4/2003	\$4,865,923
8	7	Gilbert	Grey	486-965-8523	486-965-8523	City of Phoenix	Street Light Installation	7/2/1990	\$456,876
9	8	John	Grecko	486-965-8563	486-965-8563	ACG Buildings	Building 456 renovation	8/2/2003	\$159,764

Figure 2: Example of Reference List

10. The past projects (on the reference list file) should be similar to the type of projects being requested under this RFP.
11. The past projects must be completed past projects (no on-going or substantially complete projects).
12. The past client/owner must evaluate and complete the survey.
13. All key components must submit their reference list in separate excel files. There must be a separate excel file for each company and individual participating in the process. Name the file by the company name or the individual name. Figure 3 shows a sample of the excel files that must be emailed to the client.

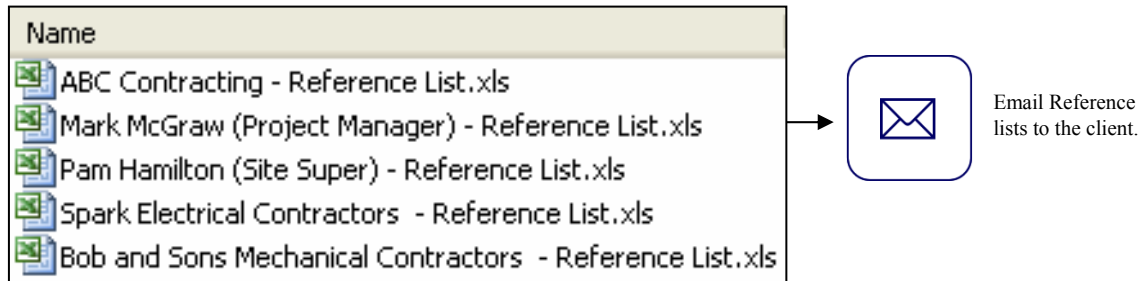


Figure 3: Submit separate excel files for each component

14. Each key component should inform their past clients about the survey and the deadline for submission of the information. The client may contact the references for additional information. If the reference cannot be contacted, there will be no credit given for that reference.
15. Each Excel file will have two tabs (see Figure 4 below). One tab contains the reference list information (discussed above), and the second tab contains the company or individual profile. The profile tab contains information about the key component (firm or individual). Fill out the company information if the excel file is for the Lead Firm, Specialty Firm or Individual. Fill out the individual information if the excel file is for an individual. DO NOT fill out both sections in one excel file. (Remember: each component will have their own excel file).

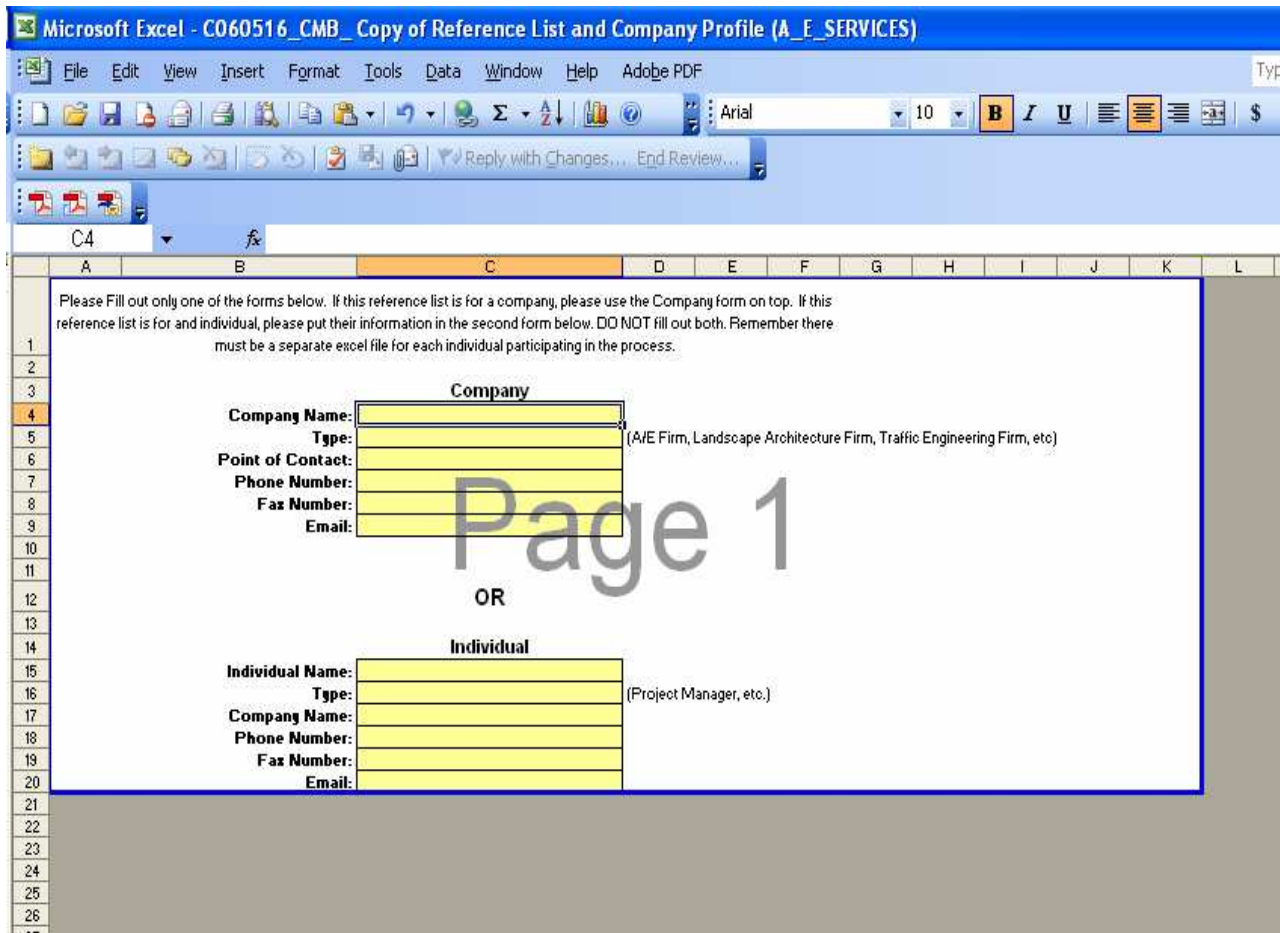


Figure 4: Example of the Profile tab.
 This tab contains information about the key component (whether it is an individual or firm)

B. Preparing the Surveys

1. Each key component is responsible for sending out a survey questionnaire to each of their past clients. The survey questionnaire is provided in this document.
2. Each key component should enter the Survey ID (Code), past clients contact information, and project information on each survey form for each reference. The team member should also enter the name of the firm and/or individual being surveyed.
3. All the information on the survey form must match the reference information in the excel file (see Figure 5).

Attachment 4 - Reference List and Company Profile (Construction).xls

	A	B	C	D	E	F	G	H	I
	CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	DATE COMPLETED [MM/DD/YYYY]	COST OF PROJECT
1									
2	1	Kyle	Smith	458-963-8562	458-963-8563	City of Mesa	Mesa Park	5/15/2000	\$36,589
3	2	George	Johnson	549-785-9654	549-785-9655	City of Mesa	Police Building 3	6/8/1999	\$452,389
4	3	Phil	McGill	458-965-7852	458-965-7853	City of Mesa	Cafeteria #1	7/6/1980	\$12,648
5		Jake	McReaken	136-621-1264	136-621-1265	ABB Warehouse	Warehouse renovation	6/2/1995	\$154,893
6		Bob	Hardy	658-965-8965	658-965-8966	ADOT	Stapley Road Overpass	1/5/2002	\$15,648
7	6	Mitchell	Adams	458-965-8523	458-965-8524	City of Gilbert	Road Renovation	5/4/2003	\$4,865,923
8	7	Bill	Robinson	486-965-8523	486-965-8523	City of Phoenix	Street Light Installation	7/2/1990	\$456,876
9	8	John	Grecko	486-965-8563	486-965-8563	ACG Buildings	Building 456 renovation	8/2/2003	\$159,764

Survey Questionnaire

Survey ID

To: **Phil McGill**
(Name of person completing survey)

Phone: **458-965-7852** Fax: **458-965-7853**

Subject: Past Performance Survey of: **ABC**
(Name of Company)

Mark McGraw (PM), Pam Hamilton (SS)
(Name of Individuals)

A Client is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the client in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: **City of Mesa**

Project Name: **Cafeteria #1**

Project Completion Date: **7/6/1980**

NO	CRITERIA	UNIT	
1	Ability to manage the project cost (minimize change orders)	(1-10)	

Figure 5: Example of Survey Form. The information must match the excel file. To save work in the future, list all key individuals on the survey that participated on the project.

- If a reference will be evaluating a team members (such as the PM), please list the member on the survey form to get credit for all the areas (as shown in Figure 5).
- Do not list more than one individual for the same position (i.e. if Joe Smith was a PM on the project, you cannot list another individual as a PM on that same project).
- Each key component (Firm or PM) is responsible for making sure that their past clients receive the survey, complete the survey, and return the survey back to the City. The survey must be sent

directly from your past clients to the City. No surveys will be accepted if sent from the proposer's office, all surveys **must** be sent from your client's offices. Be sure to indicate to your clients the due date when the survey should be faxed in to the City.

7. The City reserves the right to contact any given reference provided by the proposer for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

ATTACHMENT 2

REQUEST FOR PROPOSALS NO. 02-06/07 Risk-Assessment Plan (RAP)

All Consultants must submit a Risk-Assessment Plan. The Risk-Assessment Plan must not be longer than two pages front side of page only. **The RAP should be submitted in a sealed unmarked envelope and included within the RFP response.** The Risk-Assessment Plan should address the following items in a clear and generic language:

- (1) What risks the project has. (Areas that may cause the Consultant not to finish on time, not finish with budget, cause any change orders, or be a source of dissatisfaction with the owner).
- (2) Explanation of how the risks will be avoided/minimize.
- (3) Propose any options that could increase the value of this project.
- (4) Explain the benefits of the Risk Assessment Plan. 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.

**Risk Assessment Plan Format
(Recommended)**

Please prioritize the risks (list the greatest risks first). Indicate the potential impact to project cost (in terms of \$), and/or schedule (in terms of calendar Days). You may add/delete the risk tables below as necessary.

Major Risk Items

Risk 1: _____
Impact: _____ Schedule
(Days) _____

Solution: _____

Risk 2: _____
Impact: Cost (\$) _____ Schedule
(Days) _____

Solution: _____

Risk 3: _____
Impact: Cost (\$) _____ Schedule
(Days) _____

Solution: _____

Risk 4: _____
Impact: Cost (\$) _____ Schedule
(Days) _____

Solution: _____

Risk 5: _____
Impact: Cost (\$) _____ Schedule
(Days) _____

Solution: _____

Risk 6: _____
Impact: Cost (\$) _____ Schedule
(Days) _____

Solution: _____

Risk 7: _____
Impact: Cost (\$) _____ Schedule
(Days) _____

Solution: _____

Risk 8: _____

Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Risk 9:
Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Risk 10:
Impact: Cost (\$) _____ Schedule (Days) _____
Solution: _____

Value Added Options or Differentials (what you will do that the others do not)

Vendors should identify any value added options or differentials that they are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease project schedule, cost, or expectation. You may add/delete the value tables below as necessary.

Item 1:
Impact: Cost (\$) _____ Schedule (Days) _____

Item 2:
Impact: Cost (\$) _____ Schedule (Days) _____

Item 3:
Impact: Cost (\$) _____ Schedule (Days) _____

Item 4:
Impact: Cost (\$) _____ Schedule (Days) _____

Item 5:
Impact: Cost (\$) _____ Schedule (Days) _____

Schedule (maximum six milestones)

Milestones (start, finish, no of workdays)
 Total number of workdays



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

PROCUREMENT DIVISION
Tel: 305.673.7490 , Fax: 305.673.7851

October 12, 2006

ATTACHMENT 3
Performance Evaluation Surveys

To: _____
(Client's Name)

Individual Providing the Survey Response: _____

Phone: _____

Fax: _____

E-mail: _____

Subject: Performance Evaluation of _____
(Consultant firm and/or Project Manager/Cost Estimator)

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 provide construction cost estimating, scheduling and claims analysis services. The information will be used to assist City of Miami Beach in the selection of qualified firms that can provide the above services on an as-needed basis.

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 attachment and answer the questions to the best of your knowledge. If you have difficulty or cannot decipher the question's meaning, please provide your best judgment as to it's understanding and score accordingly. **Please return this questionnaire to Roman Martinez by November 10, 2006 or earlier** by fax: 305.673.7851; or e-mail romanmartinez@miamibeachfl.gov

Please provide one Survey for the Consultant firm, and one Survey for the Project Manager/Cost Estimator who directly worked on your project.

Thank you for your time and effort.

Gus Lopez, CPPO
Procurement Director



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

PROCUREMENT DIVISION

Tel: 305.673.7490 , Fax: 305.673.7851

PERFORMANCE EVALUATION SURVEY

- Consultant (Proposer) (Check one)
- Project Manager/ Cost Estimator (Individual)

Name of Above _____

Phone or e-mail of above Consultant or Individual: _____

Please evaluate the performance of the Consultant firm and/or Cost Estimator (10 means you are very satisfied and have no questions about hiring them again, 5 is if you don't know and 1 is if you would never hire them again because of very poor performance).

NO	CRITERIA	UNIT	
1	Ability to perform quantity takeoff accurately	(1-10)	
2	Ability to estimate current project costs accurately	(1-10)	
3	Ability to forecast future project costs accurately	(1-10)	
4	Ability to justify costs	(1-10)	
5	Ability to deliver estimate on time	(1-10)	
6	Professionalism and ability to manage	(1-10)	
7	Ability to communicate and document estimate clearly	(1-10)	
8	Overall customer satisfaction based on performance and quality of estimate (comfort level in hiring estimator again)	(1-10)	

Overall Comments: _____

Agency/Company and/or Contact Person's Reference Business Name: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

**PLEASE FAX/EMAIL THIS QUESTIONNAIRE TO
 ROMAN MARTINEZ AT 305.673.7851 OR ROMANMARTINEZ@MIAMIBEACHFL.GOV**