



MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Mayor Matti H. Bower and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: January 27, 2011

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for January 27, 2011, at 3:30 P.M. in the City Manager's Large Conference Room.

The agenda is as follows:

OLD BUSINESS

1. **Follow up: Discussion regarding \$94,000 – Sleepless Night** *(November 3, 2010 F&CWP Item 5)*

Max Sklar – Cultural Arts & Tourism Development Director

2. **Discussion of a renewal for the Security Alliance contract**

Gus Lopez – Procurement Director

3. **Discussion regarding final suggested amendments to the Request for Proposal (RFP) to provide parking cashiers/attendants and supervisors for the City's parking garages.**

Saul Frances – Parking Director

4. **Discussion regarding Hop-on-Hop-off city bus tour service from various locations in the City.** *(October 27, 2010 Commission Item C4A)*

Max Sklar – Cultural Arts & Tourism Development Director

5. **Discussion regarding the shift to an iPad from the printed agenda** *(October 27, 2010 Commission Item R9D)*

Gladys Gonzalez – Information Technology Director
Robert Parcher – City Clerk

NEW BUSINESS

- 6. Discussion of all fees administratively set or have been administratively set (December 9, 2009 Commission)**

Kathie Brooks - Budget & Performance Improvement Director
Deferred to F&CWP 02/17/11

- 7. Explanation for any increases in individual department budgets (net of increases from pension reallocations and internal service increases). (September 20, 2010 Commission Item R7A2)**

Kathie Brooks - Budget & Performance Improvement Director
Deferred to F&CWP 02/17/11

- 8. Discussion regarding proposing a refund of the Miami Beach millage increase (October 27, 2010 Commission Item C4F)**

Kathie Brooks - Budget & Performance Improvement Director

- 9. Discussion regarding the Convention Center Extension and Enhancement Plan (November 17, 2010 Commission Item C4C)**

Hilda Fernandez – Assistant City Manager

- 10. Discussion regarding Veterans Day Parade and Picnic 2011 (November 17, 2010 Commission Item R9I)**

Max Sklar – Cultural Arts & Tourism Development Director

- 11. Discussion on adopting the Master Plan for the North Shore Bandshell Park Project (December 8, 2010 Commission Item C4B)**

Jorge Gomez – Assistant City Manager

Finance and Citywide Projects Committee Meetings for 2011:

February 17, 2011

March 24, 2011

April 26, 2011

May 19, 2011

June 23, 2011

July 26, 2011

August 17, 2011

September 28, 2011

October 25, 2011

December 27, 2011

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Cc. Mayor and Members of the City Commission
Management Team

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COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee
Jorge M. Gonzalez

FROM: Jorge M. Gonzalez, City Manager

DATE: January 27, 2011

SUBJECT: **SLEEPLESS NIGHT UPDATE**

This update is following up on the discussion of Sleepless Night funding that occurred at your November 3, 2010 meeting (memo attached.) As you know, on November 29, 2010, the Knight Foundation awarded the City a \$200,000 matching grant for Sleepless Night 2011 and 2012. The grant was one of only 27 proposals funded out of more than 950 applicants, and was the third largest grant awarded in this year's program.

TCD staff is proceeding with the planning and programming for the 2011 event. The projected budget is provided below. Staff will continue its efforts to secure sponsors, grants and other funding in order to successfully produce the event. The event budget will be adjusted according to available funds, with reductions to artist fees, printing and marketing/advertising line items made as needed.

	PROJECTED	
REVENUE	2011	NOTES
CMB - CAC Marketing Funds	\$ 94,000.00	
Grants	\$ 125,000.00	VCA, NEA, State of Florida, Miami-Dade County
Knight Foundation Grant	\$ 100,000.00	Year 1 of 2
GMCVB	\$ 150,000.00	
Corporate Sponsorships	\$ 250,000.00	Anticipated
TOTAL INCOME	\$ 719,000.00	
	PROJECTED	
EXPENSES	2011	
City Services	\$ 40,000.00	Fire, Police, Sanitation, Prop Mgmt
Professional Services	\$ 379,000.00	Artist Fees, Festival Coordination, Technical Services, Shuttle Busses, Legal (Immigration Attorney)
Production and Equipment Rental	\$ 75,000.00	Staging, Sound, Lights, Backline, Barricades, Banner Stands, Theatrical Expenses
Printing Services	\$ 35,000.00	T-Shirts, Flyers, Programs, Posters
Marketing and Advertising	\$ 170,000.00	Marketing, Advertising and Public Relations
Other Operating Expenses	\$ 20,000.00	Artist Travel Expenses, ADA Accommodations, Misc.
TOTAL EXPENSES	\$ 719,000.00	

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MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC # 318-2010

LETTER TO COMMISSION

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: November 30, 2010

SUBJECT: City Awarded \$200,000 Grant from Knight Foundation for "Sleepless Night"

I have the great pleasure to inform you that yesterday the City of Miami Beach Department of Tourism and Cultural Development was awarded a matching grant of \$200,000 from the John S. and James L. Knight Foundation in support of "Sleepless Night", which will occur next on November 5, 2011. Mayor Matti Herrera Bower accepted the award from Alberto Ibarguen, President and CEO of the Knight Foundation, at a gala ceremony last night at the Arsht Center's Knight Concert Hall.

I am especially proud that this grant was one of only 27 projects funded out of more than 950 proposals to the Knight Arts Challenge, and that it was the third largest grant awarded in this year's program. The John S. and James L. Knight Foundation's Knight Arts Challenge is a five-year, \$40 million initiative "to bring South Florida together through the arts." Knight is spreading the city's \$200,000 (\$100,000 per year) grant over two consecutive years to enable Sleepless Night to become an annual, rather than biannual event.

Sleepless Night was created by the Cultural Arts Council (which counts cultural marketing as one of its primary concerns) to strengthen our reputation as the region's prime cultural tourism destination. The highly successful international Nuit Blanche model (which first appeared in Paris in 2002) was chosen because it offered the opportunity to reach all of the diverse populations of South Florida, and to create community by removing the barriers that often disenfranchise some segments of the population. Additionally, Nuit Blanche had been triumphant at addressing the ultimate issue facing the arts today, audience-building, by engaging the public with a wide range of cultural presentations woven into the fabric of a social event. Similar events are held annually in other major international cities, including Madrid, Rome, Paris and Montreal, to name a few.

I am confident that Sleepless Night will continue to grow and become a major, annual signature event for the city, and extremely grateful to the Knight Foundation for its recognition of the event's significance for our community.

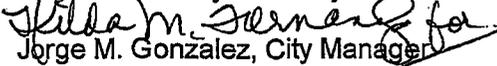


MIAMI BEACH

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

MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: 
Jorge M. Gonzalez, City Manager

DATE: November 3, 2010

SUBJECT: **A DISCUSSION REGARDING THE CULTURAL ARTS COUNCIL (CAC)
FUNDING OF \$94,000 IN MARKETING FUNDS FOR SLEEPLESS NIGHT.**

BACKGROUND

Last year the City presented the second edition of Sleepless Night, the all-night, free, citywide celebration of the arts, presented by the Department of Tourism and Cultural Development (TCD) and Cultural Arts Council (CAC.) The event was produced in-house by TCD staff in response to the 2005 and 2007 Community Satisfaction Surveys in which residents expressed their desire for more free cultural activities. The third edition of Sleepless Night is scheduled for November 5, 2011.

The idea for Sleepless Night grew from our desire to offset any impact from the opening of the Arsht Center in downtown Miami. Prior to the Center's opening, our Jackie Gleason Theater of the Performing Arts was the county's venue of choice for Broadway road shows, opera, ballet, and major classical music concerts. Most of those bookings and their accompanying economic impact were lost with the opening of the Arsht Center, which resulted in the City pursuing other options for the facility. As you know, Live Nation was competitively selected to manage the Gleason.

Sleepless Night was created by the CAC (which counts cultural marketing as one of its primary concerns) to restore confidence in the city's commitment to the arts and to strengthen our reputation as the region's prime cultural tourism destination. The highly successful international *Nuit Blanche* model (which first appeared in Paris in 2002) was chosen because it offered the opportunity to reach all of the diverse populations of South Florida, and to create community by removing the barriers that often disenfranchise some segments of the population. Additionally, *Nuit Blanche* had been triumphant at addressing the ultimate issue facing the arts today, audience-building, by engaging the public with a wide range of cultural presentations woven into the fabric of a social event. Similar events are held in other major international cities, including Madrid, Rome, Paris and Montreal, to name a few.

Sleepless Night 2007

Sleepless Night 2007 provided guaranteed audiences for artists and arts institutions (many of them local), allowing them to expand their reach and capacities; introduced tens of thousands of people to new artists and art forms; and, very

importantly, provided over 100,000 customers to Miami Beach businesses. The event created a tremendous amount of civic pride, a shared sense of community, and positive, constructive opportunities for youth. It also created a dream destination for the cultural tourist, who for the price of airfare and a hotel room, could choose from over 100 free, first-class performances and exhibitions. Businesses reported increased activity. The Sleepless Night 2007 event was funded by a combination of grants (Miami Beach VCA); CAC funds; City marketing funds; Greater Miami Convention and Visitors Bureau funds; and corporate sponsors (Bustelo, Springbac Drink, etc.). The total event budget was \$396,000, and a priority was placed on marketing the event to attract visitors (local, national and international).

Sleepless Night 2009

The 2009 event once again exceeded expectations. Approximately 130,000 residents and visitors (30,000 more than we had in 2007, according to City estimates) enjoyed 150 free cultural offerings at 80 locations spread throughout the city and the 13-hour night. The event provided direct employment to 400 artists and technicians. All of the city's cultural institutions, theaters, galleries and arts organizations, along with many restaurants, hotels, shops and clubs, collaborated with us to present outstanding local, national and international artists. An increased number of free shuttle buses with onboard arts programming once again connected the four main zones of activity (North Beach, Collins Park, Lincoln Road/City Center and Ocean Drive) and remote parking locations for the duration of the event. Included were free museum admissions, indoor and outdoor art and sound installations and performances, architectural tours, theater, dance, music, slam poetry, film, video, fashion, circus acts, comedy and more. All of the indoor events, which included children's shows, full-length plays in Spanish and in English, music and dance concerts and comedy, played to capacity crowds and received standing ovations. An increased number of outdoor events assured availability of quality arts experiences for all. The programming was designed to appeal to every audience, from pre-schoolers to seniors; because it covered the entire spectrum of arts and entertainment, it appealed to all ages, ethnicities, and socioeconomic and education levels.

The 2009 event had a budget of \$685,000. Funding was provided through grants (from the National Endowment for the Arts, the Knight Foundation, the State of Florida, and the Miami-Dade tourist Development Council); the GMCVB; the Miami Beach VCA; City marketing funds and corporate sponsors (Audi, Red Bull, Classical South Florida Radio, Bustelo and Ocean Drive Association). Once again, funds were budgeted to market the event locally, nationally and internationally. In addition to the 30% increase in total attendance, Sleepless Night 2009 garnered nearly a billion positive media impressions for Miami Beach and enabled many Miami Beach businesses to achieve record-breaking sales figures for the night.

EVENT IMPACT

Sleepless Night was intended to provide an economic impact to the City in the normally slow first week of November. According to the study "Arts & Economic

Prosperity: The Economic Impact of Nonprofit Arts Organizations and Their Audiences in the City of Miami Beach," commissioned by the Miami-Dade Department of Cultural Affairs and the City's Cultural Affairs Program and conducted by Americans for the Arts, "All nonprofit arts attendees" ["all" referring to residents and non-residents]" spend an average of \$46.96 per person (not including the cost of admission.)" Thus, roughly \$6,104,000 in dollars spent can be directly attributed to the 130,000 Sleepless Night attendees.

Further, the first Sleepless Night (2007) fueled a 12.4% increase in hotel occupancy over the same day in the previous year, as well as a 4% increase in Average Daily Rate and a 16.9% increase in Revenue per Available Room. In 2009 our host hotel, the Catalina Hotel and Beach Club, and its sister properties in the South Beach Hotel Group, were completely sold out; the Catalina alone counted 1,053 room nights for the event. Occupancy rates citywide were down 1.7% Friday, November 6 and 2% Saturday, November 7 (compared to the same weekend in 2008). However, the previous weekend (October 30 and 31) occupancy was down 12.7% Friday and 9.9% Saturday, and the weekend following Sleepless Night (November 13 and 14) occupancy was down 4.9% Friday and 11.4% Saturday. These lower occupancy rates, attributable to the sluggish economy as well as to the huge increase in numbers of available rooms, nevertheless show measurable improvement - as much as 9.4% - due to Sleepless Night.

The event's strong publicity value is also measureable. Even using the lowest national industry valuation of 23 cents per impression, Sleepless Night's 919,153,810 media impressions garnered the city \$211,405,376 in marketing value to promote Miami Beach as a cultural destination. The \$123,611 actually spent on marketing the event bought \$1,369,424 in dollar value advertising, including \$989,075 in 30-second television spots on Comcast and Atlantic Broadband channels.

FUNDING

As previously noted, the vast majority of funding for Sleepless Night is from outside sources. The 2009 event was one of only 31 projects (out of more than a thousand applications) funded in the Knight Foundation's highly competitive and prestigious Knight Arts Challenge. Knight, looking for arts projects "with the transformative power to create community," awarded Sleepless Night 2009 a \$150,000 matching grant. Audi of America quickly jumped on board as title sponsor, and was joined by the National Endowment for the Arts, the State of Florida, Department of State, Division of Cultural Affairs and the Florida Arts Council, Miami-Dade County Cultural Affairs Division, the Ocean Drive Association, Classical South Florida radio, the Miami Beach VCA, the GMCVB, Red Bull, Comcast, Whole Foods Market, Café Bustelo and others. Sleepless Night 2011 is one of forty finalists (again, out of more than a thousand applications) in the current Knight Arts Challenge, whose winners will be announced later this month.

The state of the economy in 2008 and 2010 resulted in a decision to present the event every other year. As the event continues to be coordinated by City staff, this

also provides additional time for planning.

The CAC's 2010/2011 budget, approved by the Mayor and Commission at the September 20, 2010 budget meeting, contains \$94,000 to be used towards the marketing budget for Sleepless Night 2011. This figure is less than 12% of the total working project budget of \$792,625. Staff continues its efforts to identify grants and sponsors, and the event budget will be adjusted according to available funds. However, marketing the event remains a necessity to be able to attract sponsors who rely on the media impressions in addition to actual on-site participants, to justify their sponsorship investment. An implementable marketing plan is also required by various grant funding sources.

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COMMITTEE MEMORANDUM

To: Finance and Citywide Projects Committee Members

From: Jorge M. Gonzalez, City Manager

Date: January 27, 2011

Subject: **Discussion Item on the Renewal of the Unarmed Security Guard Services Contract with Security Alliance**

The purpose of this memo is to provide the Finance and Citywide Projects Committee members with information relative to the existing Security Guard Services contract with Security Alliance.

ADMINISTRATION RECOMMENDATION

Retroactively approve the first-year renewal of Security Alliance's contract from May 1, 2010 to April 30, 2011; prospectively approve the second-year renewal of Security Alliance's contract from May 1, 2011 to April 30, 2012; and further authorize the issuance of a Request for Proposals (RFP) by October 1, 2011 (six months prior to contract expiration).

CONTRACT TERM

Contract No. 34-05/06, was awarded to Security Alliance of Florida ("Security Alliance") on April 2, 2007, with an effective date of May 1, 2007. The contract's basic term expired on April 30, 2010, and has been on a month-to-month basis since then. The contract has three (3) additional one-year renewal options remaining.

BACKGROUND

The Finance and Citywide Projects Committee, at its January 26, 2010 meeting, recommended the issuance of a new Request for Proposals (RFP) for Security Guard Services and that the following information be incorporated as part of the RFP:

1. Training as an evaluation criteria;
2. Financial stability as requirement of the Successful Contractor; and
3. Language which states that the Living Wage rates are under review and is subject to change.

At its March 10, 2010 meeting, the Mayor and City Commission approved the issuance of an RFP for Security Guard Services.

The RFP was posted on BidSync and the Procurement's City website on March 10, 2010, with an original bid opening date of April 9, 2010. The bid was also advertised on the March 12, 2010, Daily Business Review publication.

A pre-proposal submission meeting was held on March 25, 2010, at which 42 interested agencies attended (includes telephone call-in).

At the May 20, 2010 Finance and Citywide Projects Committee, the deadline for submission of the proposals for the RFP for security guard services was extended to allow for an analysis on paid time off for employees covered by the Living Wage Ordinance, and the possible inclusion of paid time off in the RFP requirements. Subsequently, the RFP opening date was postponed and since been on hold until further direction by the Mayor and City Commission.

OPTION TO RENEW

The City, at its sole option and discretion, may renew the contract for Unarmed Security Guard Services with Security Alliance. Per the City Attorney's Office, the time accumulated during month-to-month extension does not count towards any renewal period. Therefore, the first renewal option would be retroactive to May 1, 2010. The second renewal would be from May 1, 2011 to April 30, 2012.

CURRENT BILLING RATES

On November 9, 2010, the contract for Unarmed Security Guard Services with Security Alliance was amended to increase the guards' pay rates pursuant to the Living Wage rate increases adopted as part of Ordinance 2010-3682 of the City Code.

Effective October 1, 2010 through September 30, 2011, the bill rates were amended as follows:

- GUARDS: from \$15.90 to \$17.18 per hour
- SUPERVISORS: remaining at \$18.00 per hour

As always, please feel free to contact me should you have any questions or require additional information on this item.

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MIAMIBEACH

OFFICE OF THE CITY MANAGER

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: January 27, 2011

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) TO PROVIDE PARKING CASHIERS/ATTENDANTS AND SUPERVISORS FOR THE CITY'S PARKING GARAGES - REVISED.**

The Administration has further reviewed the Request for Proposals with an effort to more align with a cost plus model. In particular, the Price Proposal Form contained herein has resulted in a more user friendly format to be completed by prospective bidders. Additionally, the new form is more in line with traditional "cost plus" formats. It is also important to note that the evaluation criteria and its weights have been slightly adjusted to more accurately reflect the cost plus model.

Lastly, the hourly rate paid to employees must be compliant with the City's Living Wage Ordinance Requirement. For purposes of evaluating the bidders, the hourly rate paid to employees in Year One shall commence on October 1, 2011 (City's Fiscal Year 2011/12). The hourly rate to the employee will be either \$10.72 which includes benefits or \$12.17 which does not include benefits (\$10.72 + \$1.45). If the contract is awarded and the Firm commences operations prior to October 1, 2011, all hourly rates will be pro-rated to the current Living Wage rates for Fiscal Year 2010/11.

In light of this, we find that there is a salary compression issue when utilizing the FY 2011/12 Living Wage hourly rate. Cashier/attendants and Supervisors will both be at the Living Wage hourly rate. Therefore, there are two potential alternatives: (1) the positions of cashier/attendant and supervisor may be collapsed into one classification termed "parking attendant" which would be responsible for all prescribed duties or (2) increase the hourly for the 'Supervisor' position which will result in an increased cost; however, this may not yield a higher service level.

<u>Evaluation Criteria:</u>	<u>Weight</u>
Experience and Qualifications of the Proposer	15 pts
Experience and Qualifications of Management Team	15 pts
Contracted Services Annual Costs and Annual Profit (Price Proposal Form Sections E + F)	40 pts
Past Performance (due diligence)	10 pts
Corporate Responsibility:	10 pts
Additional Hours – Additional Profit (Price Proposal Form - Section H):	<u>10 pts</u>
Total:	100 pts

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

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SCOPE OF SERVICES

The City of Miami Beach is actively seeking proposals from qualified parking companies/operators to supply trained parking cashiers, attendants, and supervisors for the City of Miami Beach Parking System, in accordance with the terms, conditions, and specifications contained in this Request for Proposals. The Proposer(s) should base their Price Proposal Form on the following guaranteed minimum number of hours annually:

Cashiers/Attendants:	64,000	80%
Supervisors:	16,000	20%
Total:	80,000	100%

A. INTENT

It is the intent of the City to enter into a three (3) year Agreement with the successful Proposer to provide the necessary labor pool of cashiers, attendants, and supervisors for the City operated cashiered/attended parking facilities, with an option for an additional two (2) one-year renewal options, at the sole discretion of the City.

B. RESPONSIBILITY OF THE FIRM

The successful Proposer shall be responsible for the following:

1. To provide trained and uniformed parking cashiers, attendants, and supervisors at each of the designated parking facilities, Monday through Sunday, including holidays and during Special Events. The parking facilities are located at:
 - A. 7th Street & Collins Avenue Garage
 - B. 17th Street Garage
 - C. 13th Street Garage
 - D. 42nd Street Garage
 - E. 12th Street & Drexel Garage
 - F. City Hall Garage
 - G. "5th and Alton" Garage
 - H. Pennsylvania Avenue Garage
 - I. Preferred Parking Surface Lot (Convention Center Lot).
 - J. Anchor Garage - 16th Street and Collins Avenue.
 - K. Multiple municipal surface parking lots, including during special events and/or seasonally.
2. The parking cashiers, attendants, and supervisors must:
 - A. Maintain a neat, well-groomed appearance at all times.
 - B. Collect parking fees, validate tickets, and perform related duties.
 - C. Provide financial and ticket reports at the conclusion of each shift to the satisfaction of the City.
 - D. Submit monies representative of the shift's activity to the shift/facility supervisor, and assist in the recordation and deposit of the daily shift cash receipts.
 - E. Maintain a clean work area including the adjacent booth area and access control equipment. Each shift shall be responsible to maintain the fee computer as to cleanliness, dust, and appropriate use.
 - F. Provide directions and general information to the public.
 - G. Maintain a friendly, courteous and service-oriented attitude at all times.
 - H. Consistently demonstrate the ability to communicate effectively in the English language with the general public, supervisors, and City management.

- I. All cashiers, attendants, and supervisors shall be qualified to complete all required cash and ticket reports. Such qualification shall be to ensure the accurate and complete recordation of such reports. Ability to add, subtract, multiply, and divide in a consistent and accurate manner is essential.
 - J. All cashiers, attendants, and supervisor are required to know City parking policies pertinent to:
 1. Monthly Parking Program
 2. City Decals and Permit Parkers
 3. Special Event Parking
 4. iPark
 5. Hotel Hang-Tag Program; and
 6. All programs implemented by the City
 - L. All cashiers, attendants, and supervisors must be familiar with the location, hours of operation, and rates of all City parking facilities.
 - M. All cashiers, attendants, and supervisors will be trained in operating the City's gated parking revenue control equipment.
 - N. Perform all other related duties as assigned by the City.
3. The successful Proposer shall provide and require its employees to wear a uniform:
- Sport/polo shirt or collared shirt (no t-shirts), dark pants, shorts or skirt. The Firm's employees will be issued official City of Miami Beach photo identifications and these shall be required to be worn daily as part of the employee's official uniform. The successful Proposer must include its name on the badge or uniform. The City reserves the right for final approval of the uniform selected by the Firm.
4. The Successful Proposer will provide one (1) trained working supervisor per location as requested on each shift. The responsibilities of the supervisors will be:
- a. Attendance verification: Verify at the beginning of each shift that all booths are staffed. If personnel are absent or call in sick, it is the responsibility of the supervisor to replace the parking cashier immediately. The supervisor shall issue a bank for each cashier/attendant per shift.
 - b. Scheduling of shift locations and replacements for daily and weekly schedule and scheduling for vacations and emergencies.
 - c. The shift supervisors shall be an employee of the successful Proposer and shall serve as the City contact for any problems or questions during each shift.
 - d. Provide required assistance to parking cashiers and attendants during shift closeout procedures. Prepare all deposits for shift cash receipts as required by the City.
 - e. Perform the duties of a parking cashier and/or attendant.
 - f. Perform related duties as requested by City staff.
5. If applicable, the successful Proposer shall make best efforts to transition employees of the existing service provider who choose to migrate to the selected Firm.
6. All contract employees must report any facility maintenance issues, including but not limited to graffiti; light bulb replacement; restriping, signage, etc. that needs to be addressed.
7. The successful Proposer shall schedule monthly performance meetings with City management to review performance issues.

8. The successful Proposer shall notify the City of a 24 hour contact via telephone and/or pager. A minimum of two contact names must remain on file with the City at all times.
9. The successful Proposer shall respond to any complaint received from the general public or the City of Miami Beach, in writing, within 24 hours of receipt of complaint.
10. All training is the responsibility of the Firm. The successful Proposer will provide written rules of conduct for its personnel. All rules of conduct for the successful Proposer must be approved by the City's Parking Director.
11. The successful Proposer must provide a Facilities Operation Manual to each employee and a permanent manual containing standard operating procedures shall be stored in each cashier booth and central facility office.
12. All employees of the successful Proposer shall be bonded and insured.
13. Smoking, eating, and/or mobile phone use on the job or in a parking facility is strictly prohibited.
14. The successful Proposer must supply a \$100.00 bank for each shift at each facility. The \$100.00 bank shall consist of sufficient variety of currency and/or coin to properly provide change. The City reserves the right to alter the composition of the \$100 bank; however, typically, eighty one-dollar bills and two rolls of quarters will be required.
15. The successful Proposer shall be responsible for all pay-on-foot stations, including but not limited to: providing all funds necessary for replenishing all cash for change bins (two bins per pay on foot station and \$5,000.00 per bin is required); balance all transactions at all pay-on-foot stations at applicable facilities; and perform all other related duties pertaining to pay-on-foot stations as assigned by the City. The successful proposer must have sufficient cash on hand to ensure that at no time any pay-on-foot stations are depleted of change (smaller bill denominations). The successful Proposer must make best efforts to keep all pay on foot stations operational at all times, including but not limited to minor repairs such as misread tickets; bill jams; receipt rolls, etc.). The City shall be responsible for all preventive maintenance; regular maintenance; and repairs.
16. The successful Proposer shall maintain a trained and courteous workforce.
17. The successful Proposer shall ensure that each cashier booth and facility office is equipped with the following:
 - A. City of Miami Beach Parking Guide
 - B. Chamber of Commerce Visitor Guide
 - C. Any other materials provided by the City.
18. The successful Proposer shall be responsible for any cash shortages or missing tickets. Missing tickets shall be calculated at the maximum daily parking rate. All shortages shall be delivered to the City of Miami Beach Parking Department c/o the Finance Manager within 72 hours of notice of the shortage by the City to the Firm.

19. The successful Proposer shall provide continuous and on-going procedural and equipment training to its employees assigned to the City of Miami Beach. The successful Proposer shall provide a roster of all trained employees to the City. Employees receiving training at the City's parking facilities must be scheduled to work at City parking facilities. Under no circumstances is the successful Proposer to train employees at City parking facilities and relocate the employee to another contract or client for any period of time without the expressed written consent of the City.
20. The successful Proposer shall provide sufficient vehicles, as determined by the City, for their employees to ensure the effective and efficient transport of cashiers, attendants, and supervisors to assigned locations throughout all shifts.
21. Corporate Responsibility - Proposers should have a defined Corporate Responsibility Model that describes how they successfully integrate into the communities where they provide services, including their approach regarding compensating their employees. Proposers must be good corporate citizens. They must provide their employees with competitive wages, including living wage and benefits package; make positive differences by supporting the local communities where they operate; and be environmentally conscious. The Firm's focus should be to create a balance between developing opportunities with their customer (the City); stimulate and reward their employees; work with and support our local community; and sustain the environment where they operate.
22. The successful Proposer shall perform a background check, firm/type of background check to be approved by the City, on all of its employees, as part of their employment process. The employee must agree to submit to the successful completion of these screening processes as a condition of their employment within the first thirty (30) days of said employment. The successful Proposer may also be required to conduct other screening and/or investigative measures, at the request of the City.

C. RESPONSIBILITY OF THE CITY

The City shall be responsible for the following:

1. The City of Miami Beach will provide a clean and safe workplace.
2. The City has the right to refuse any personnel supplied by the Firm. Any person employed by the successful Proposer whom the Parking Director or his/her designee may deem temporarily or permanently incompetent or unfit to perform the work, shall be removed promptly from the job and such person shall not again be placed with the City.
3. The City shall make every effort to notify the successful Proposer of any special events and their specific parking requirements at least one week (seven calendar days) prior to commencement of the event.
4. The City shall provide the successful Proposer with a calendar of events at the City of Miami Beach Convention Center, The Fillmore at the Miami Beach Jackie Gleason, and Lincoln Theatre. The City shall also provide the successful Proposer with a copy of the City of Miami Beach annual calendar.
5. The City shall provide a comprehensive list of events requiring the staffing of surface parking lots.
6. The City shall continuously work with the successful Proposer to assure that residents and visitors are served in an efficient, professional, and courteous manner.

7. The City reserves the right to require the successful Proposer to conduct investigative measures, including, audits, and/or surveillance to ensure the integrity of the system and their employees.
8. The City will at no time be responsible for any and all overtime payroll expense incurred by the Firm.
9. The City shall be responsible for all preventive maintenance; regular maintenance; and repairs of all pay on foot stations.

D. PERFORMANCE STANDARDS

1. **Uniforms/Name-tags:**
All employees must be in full uniform with their respective name-tag at the start of their shift. Failure to do so may result in a request to replace said employee with one in full uniform/name-tag.
2. **Customer Service/Conduct:**
All employees must comport themselves in a respectful and courteous manner when addressing the public/customers. Conduct unbecoming shall include: smoking, eating, mobile phone use, rudeness, belligerence, hostility, quarrelsome, antagonistic, aggression, sarcasm, contempt, and mocking. All employees shall further refrain from smoking, eating, and/or drinking while on-duty. Complaints pertaining to customer service, including but not limited to the behavior outlined above shall be immediately addressed by the Firm.

The City reserves the right at its sole discretion to determine if the employee is unfit or incompetent to perform the duties and may require the immediate removal of the employee and replacement with another within one (1) hour of said request.

3. **Most Favored Customer:**
The successful Proposer warrants and represents that the prices, warranties, benefits and terms set forth in this Agreement are at least equal to or more favorable to the City than the prices, warranties, benefits and terms now charged or offered by the Firm, or that may be charged or offered during the term of this Agreement for the same or substantially similar services as defined in this Agreement.

If at a time during the term of this Agreement, the successful Proposer enters into an agreement on a basis that provides prices, warranties, benefits and terms more favorable than those provided the City hereunder, then the successful Proposer shall within thirty (30) calendar days thereafter notify the City of such fact, and regardless of whether such notice is sent by the successful Proposer or received by the successful Proposer or received by the City, this contract shall be deemed to be automatically amended, effective retroactively to the effective date of the more favorable agreement, to provide the same prices, warranties, benefits and terms to the City; provided that the City shall have the right and option to decline to accept any such change, in which event such amendment shall be deemed null and void.

If the successful Proposer is of the opinion that an apparently more favorable price, warranty, benefit or term of this Agreement is not in fact more favored treatment, the successful Proposer will promptly notify the City in writing, setting forth in detail the reasons that the successful Proposer believes said apparently more favored treatment is not in fact more favored treatment.

The City after due consideration of such written explanation may decline to accept such explanation and thereupon this Agreement shall be deemed to be automatically amended effective retroactively to the effective date of the more favorable agreement, provide the same prices, warranties, benefits and terms to the City. The provisions of this Article shall survive the closing and termination of this Agreement.

CRITERIA FOR EVALUATION

The Evaluation Committee shall base its recommendations on the following factors:

<u>Evaluation Criteria:</u>	<u>Weight</u>
Experience and Qualifications of the Proposer	15 pts
Experience and Qualifications of Management Team	15 pts
Total Additional Costs (Price Proposal Form Sec. E + F)	40 pts
Past Performance (due diligence)	10 pts
Corporate Responsibility:	10 pts
Additional Hours Profit/Percentage (Price Proposal Form Section E):	<u>10 pts</u>
Total:	100 pts

MINIMUM REQUIREMENT/QUALIFICATION:

- A. The Proposers shall have a record of satisfactory performance in the past three consecutive years providing trained cashiers/attendants and supervisors with experience in self-parking operations at surface parking lots and garages with gated parking revenue control equipment to a public agency and/or private concern.
- B. The Proposers shall be fully licensed in the state of Florida to perform the work described herein.
- C. List the present contracts held and contracts previously held during the past three years, specifically listing any similar contracts held. Identify the firm/organization, type of labor furnished, contact person, address, phone number, length of time contract held and total dollar amount of the contracts listed.
- D. Describe in detail the daily oversight of your attendants/cashiers and supervisors; contract management best practices; how you measure your staff's performance; and how you hold staff (at each and every level) accountable.
- E. Each Proposer is required, before submitting a proposal, to examine carefully the requirements set forth in this document and to be familiar with all the terms and conditions that are contained within this RFP. The Proposer shall submit the following detailed information with the proposal:
 1. Describe your approach to the project and your management plan for both regularly attended facilities/garages and special event staffing. Include your staffing strategies, implementation of the contract, training, supervision and continued support throughout the year. Describe your plan in detail for recruiting, training, and retaining cashiers/attendants and supervisors.
 2. A brief history of the company, name(s) of owner and principal(s) and number of years in business. Include the location(s) of the offices.
 3. The number of employees that are employed by your Firm /Company on a full-time and part-time basis. Describe your active trained work pool that can be immediately deployed.
 4. Number of personnel on file for each type of work. Example: Clerical: 58, Manual Labor: 37; etc.
 5. Complete the Price Proposal Form, as provided.

The Administration is seeking further direction from the FCPC regarding the above scope of services and the issuance of the request for proposals for cashiers/attendants and supervisors for the City's Parking System.

PRICE PROPOSAL FORM

The Proposer(s) should base their Price Proposal Form on the following guaranteed minimum number of hours annually:

Cashiers/Attendants:	64,000	80%
Supervisors:	16,000	20%
Total:	80,000	100%

Hourly rates paid to Cashier/Attendants/Supervisors (hourly rate paid to the employee); related payroll taxes/costs; and Project Management shall each be a pass-through cost to the City. The hourly rate paid to employees must be compliant with the City's Living Wage Ordinance Requirement. The hourly rate must be in Year One which shall commence on October 1, 2011 (City's Fiscal Year 2010/11): either \$10.72 which includes benefits or \$12.17 which does not include benefits (\$10.72 + \$1.45); in Year Two (FY 2011/12) and Year Three (FY2012/13) either: \$11.28 which includes benefits or \$12.92 (\$11.28 + \$1.64) which does not include benefits. If the contract is awarded and the Firm commences operations prior to October 1, 2011, all hourly rates will be pro-rated to the current Living Wage rates.

Sections "A"; "B"; "C"; and "D" contain values that the City has assigned and will be treated as pass-through costs. These values cannot be altered and/or revised by the Proposers.

Any and all other costs, including unemployment insurance; workman's compensation; operating costs; overhead; and profits shall be provided by each Proposer and must be itemized on the Price Proposal Form. **If there is additional space needed for itemization you must use additional sheets and attach it to the Price Proposal Form.** No additions, deletions, or revisions to your proposal, including the Price Proposal Form shall be permitted after the submission deadline.

Each Proposer must provide costs and rates (if applicable) and shall be evaluated on Section E, "Additional Annual Costs"; Section F, "Firm's Annual Profit" (40 points); and Section H, "Additional Hours – Additional Profit" (10 points). Each Proposer must fully complete the Price Proposal Form.

Cashiers/Attendants (Year 1):

The successful proposer shall pay the City's Fiscal Year 2011/12 Living Wage Hourly Rate to their employees. The City's Living Wage Hourly Rate effective October 1, 2011 and their related payroll taxes (fixed costs) have been identified below.

A. Cashier/Attendants:		w/Benefits	w/o Benefits	<u>ANNUAL COST</u>
1.	Hourly Rate Paid to Employee (Year 1):	\$10.72	\$12.17	
2.	Minimum Health Benefits to Employee:	\$ 1.45	N/A	
3.	Itemized Employee Payroll Taxes/Cost			
	a. FICA* 6.20% Cost per hour:	\$ 0.76	\$ 0.76	
	b. MICA* 1.45% Cost per hour:	\$ <u>0.18</u>	\$ <u>0.18</u>	
4.	Cashier/Attendant Employee Hourly Rate (No. A1 + A2 + A3):	\$13.11	\$13.11	

Cashier/Attd Hours	x	Hourly Rate	=	Cashier/Attendant Annual Cost
64,000	x	\$13.11	=	\$839,040

(A) \$839,040

B. Supervisors:		w/Benefits	w/o Benefits
1. Hourly Rate Paid to Employee (must be at least the living wage as above):		\$10.72	\$12.17
2. Minimum Health Benefit to Employee:		\$ 1.45	N/A
3. Itemized Employee Payroll Taxes/Cost			
a. FICA* 6.20% Cost per hour:		\$ 0.76	\$ 0.76
b. MICA* 1.45% Cost per hour:		\$ 0.18	\$ 0.18
4. Supervisor Hourly Rate (No. B1 + B2 = B3):		\$13.11	\$13.11

Supervisor Hours	x	Hourly Rate	=	Supervisor Annual Cost	
16,000	x	\$13.11	=	\$209,760	(B) \$209,760

C. Project Management- The successful Proposer shall provide a full-time on-site Project Manager with experience handling the type of services requested by the City who will have full authority to act on behalf of the Firm. The Project Manager shall be scheduled at the sole and absolute discretion of the City and shall be available to respond to requests from the City, on an as needed basis, 24 hours a day/seven days a week. Project Management includes but is not limited to any and all costs such as salaries, benefits, and payroll costs. **(C) \$ 60,000**

D. Sub-total Labor Costs to the City (Add lines A, B, and C): **(D) \$1,108,800**

E. CONTRACT SERVICES ANNUAL COSTS: **E1 + E2 + E3 + E4 = (E) \$ _____**

E1. Unemployment Insurance **E1 \$ _____**

Cashier/Attendant – Formula

i) Hourly Rate x _____ hours x _____% Unemployment Rate = (i) \$ _____

w/Benefits: \$10.72 x 64,000 hours x _____% Unemployment Rate = \$ _____

w/o Benefits: \$12.17 x 64,000 hours x _____% Unemployment Rate = \$ _____

Supervisors - Formula

ii) Hourly Rate x _____ hours x _____% Unemployment Rate = (ii) \$ _____

w/Benefits: \$10.72 x 16,000 hours x _____% Unemployment Rate = \$ _____

w/o Benefits: \$12.17 x 16,000 hours x _____% Unemployment Rate = \$ _____

E2. Workman's Compensation **E2 \$ _____**

Cashier/Attendants - Formula

i) Hourly Rate x _____ hours x _____% Workman Comp Rate = (i) \$ _____

w/Benefits: \$10.72 x 64,000 hours x _____% Workman Comp Rate = \$ _____

w/o Benefits: \$12.17 x 64,000 hours x _____% Workman Comp Rate = \$ _____

Supervisors - Formula

ii) Hourly Rate x _____ hours x _____% Workman Comp Rate = (ii) \$ _____

w/Benefits: \$10.72 x 16,000 hours x _____% Workman Comp Rate = \$ _____

w/o Benefits: \$12.17 x 16,000 hours x _____% Workman Comp Rate = \$ _____

E3. Liability Insurance (a) + (b) + (c) = E3 \$ _____
 (a) Comp Gen Liability \$ _____
 (b) Automobile Liability \$ _____
 (c) Theft of Money/Surety \$ _____

E4. Overhead/Operating Expenses E4 \$ _____

The successful proposer must provide, all items (1-22) listed in Section B, "Responsibility of the Firm" contained herein, in addition, including but not limited to the following items (a-g) and include their annual cost in the space provided for each item below. The cumulative total costs of ALL items (Section B 1-22 and a-g below) must be inserted in Line E4 above. Proposers must include any and all overhead and operating costs in this section, including but not limited to, any and all direct and/or indirect costs related to providing the services contemplated in this solicitation. It shall be incumbent upon the successful proposer to absorb any direct or indirect overhead and/or operating costs not identified and included herein.

a. Human Resources Services - The successful proposer shall ensure the Firm's recruitment, retention, and training efforts will result in trained and motivated employees meeting the City's needs. \$ _____

b. Training - The successful proposer shall provide training, including but is not limited to: Customer Service, Gated Revenue Control Equipment, and any other training the City deems relevant and appropriate in its sole discretion.
 \$ _____

c. Vehicles - The successful proposer must provide two (2) passenger vans or comparable vehicles no older than the model year 2010 to transport contract employees and/or equipment. \$ _____

d. Compensation for Contract Employees - The successful proposer must provide an Employee Recognition Program; Monthly Birthday Event (for all contract employees with a birthday in each respective month).
 \$ _____

e. Uniforms: At a minimum, the successful proposer must provide each employee with sufficient uniforms to ensure each employee is in full uniform and said uniform is neat, clean, and presentable, whenever the employee is scheduled to work. Employees working three days a week or more shall be provided with a minimum of three (3) full sets of uniforms. All uniforms shall be approved in the sole and absolute discretion of the City.
 \$ _____

f. The successful proposer will provide umbrellas for all facilities scheduled with contract employees and/or requested by the City. Any replacement umbrellas, due to wear and tear, needed after the initial inventory has been installed, must also be provided by the successful proposer. The type and design of all umbrellas shall be approved in the sole and absolute discretion of the City.
 \$ _____

g. Any and all other overhead costs; direct and/or indirect costs related to providing the services contemplated in this solicitation (please specify, if additional sheets are necessary you must include any and all information on additional sheets)
 \$ _____

F. Firm's Annual Profit - The successful proposer must provide their total annual profit in this section. F. \$ _____

IMPORTANT - SECTION "G" IS A SUB-TOTAL OF SECTION "E" FIRM'S CONTRACTED SERVICES ANNUAL COSTS AND SECTION "F" ANNUAL PROFITS. SECTIONS "E" + "F" COMBINED REPRESENT A WEIGHT OF FORTY PERCENT (40%) TO BE USED IN THE EVALUATION CRITERIA OF YOUR PROPOSAL. IT IS IMPORTANT TO NOTE THAT THE INFORMATION SUBMITTED IN SECTION "G" IS THE ONLY INFORMATION THAT WILL BE USED TO EVALUATE THE 40% WEIGHTED CRITERIA FOR CONTRACTED SERVICES ANNUAL COSTS AND ANNUAL PROFIT.

G. Contracted Services Annual Costs and Annual Profit
(add lines "E" + "F"):

G. \$ _____

H. ADDITIONAL HOURS – ADDITIONAL PROFIT

The City wishes to reserve the right to purchase additional hours above and beyond those included above. The successful proposer must include any additional profit (cost to the City) for these additional hours below. A formula is provided below to calculate the proposed additional profit. The values for the hourly rate; unemployment insurance percentage (%); workman's compensation percentage (%) must be the same values inserted in Sections A4 (hourly rate); E1 (unemployment insurance %); and E2 (Workman's Compensation %, respectively).

Formula:

$$\text{Hourly Rate} \text{ Unemploy Workman Profit} \\ \$ \text{_____} + \text{Ins (\%)} + \text{Comp(\%)} + (\%) = \text{Hourly Rate} \\ \$ \text{_____}$$

1. Cashiers/Attendants

a. 1st Additional 6,000 hours

w/Benefits \$10.72 + _____% + _____% + _____% = \$ _____

w/o Benefits \$12.17 + _____% + _____% + _____% = \$ _____

b. 2nd Additional 6,000 hours

w/Benefits \$10.72 + _____% + _____% + _____% = \$ _____

w/o Benefits \$12.17 + _____% + _____% + _____% = \$ _____

c. Above 76,000 Hours

w/Benefits \$10.72 + _____% + _____% + _____% = \$ _____

w/o Benefits \$12.17 + _____% + _____% + _____% = \$ _____

2. Supervisors

Formula: Hourly Rate Unemploy Workman Profit
\$ _____ + Ins (%) + Comp(%) + (%) = Hourly Rate
\$ _____

a. 1st Additional 2,000 hours

w/Benefits \$10.72 + _____% + _____% + _____% = \$ _____

w/o Benefits \$12.17 + _____% + _____% + _____% = \$ _____

b. 2nd Additional 2,000 hours

w/Benefits \$10.72 + ____% + ____% + ____% = \$_____

w/o Benefits \$12.17 + ____% + ____% + ____% = \$_____

c. Above 76,000 Hours

w/Benefits \$10.72 + ____% + ____% + ____% = \$_____

w/o Benefits \$12.17 + ____% + ____% + ____% = \$_____

Notes:

1. Any and all other expenses to the City above and beyond the fixed costs identified above, including unemployment insurance (must include percentage (%) rate); workman's compensation (must include percentage (%) rate); operating expenses; overhead; and profit, must each be identified in the space provided. **If there is additional itemization, please add additional sheets as necessary, but do NOT alter the format of the Price Proposal format.** No revisions to your proposal, including the Price Proposal Form shall be permitted after the submission deadline.

2. FICA/MICA is reflected at current rates.

The City may also wish to provide the following services; therefore, the City reserves the right, in its sole and absolute discretion, to purchase the following additional services. **The following is for informational purposes only and shall not be considered as a component of the evaluation criteria.**

- a. Motorist Assistance Program (MAP) - The successful proposer shall provide a motorist assistance program which includes but is not limited to flat tire assistance/repair, lock-out; fuel; battery jump start, and/or towing of the vehicle to a service facility. \$_____
- b. Cardio Pulmonary Resuscitation (CPR) Certification - The successful proposer shall have all contract personnel CPR certified. \$_____
- c. Mystery Shopper Reporting - The successful proposer shall contract an independent third party to perform a minimum of ten (10) "Shopper" reports per month, system-wide. A sample "Shopper" survey must be included in the Firm's proposal. Shopper reports must specify that these are actual customers and must be documented visits to one of the facilities where labor is provided. Telephone calls for information or visits/interaction with city staff is not permitted. \$_____
- d. Proposers may wish to offer additional services not included herein. Proposer should include any other services, including their costs in this section. Please use additional sheets, if necessary \$_____

JMG\PWSF

PRICE PROPOSAL SUMMARY

Cashiers/Attendants (FY 11/12 – Year 1):

A.	Cashier/Attendant Annual Hours 64,000	x	Hourly Rate \$13.11	=		Annual Cost (A) \$ 839,040
B.	Supervisors: Annual Hours 16,000	x	Hourly Rate \$13.11	=		(B) \$ 209,760
C.	Project Management Annual Cost:					(C) \$ 60,000
D.	Labor Costs to the City (add lines A, B, and C):					(D) \$1,108,800
E.	Contract Services Annual Costs: Unemployment Insurance; Workman's Compensation; Liability Insurance; and all overhead/operating Expenses:					(E) \$ _____
F.	Firm's Annual Profit:					(F) \$ _____
G.	Contracted Services Annual Costs and Profit (add lines "E" + "F"):					(G) \$ _____
H.	Additional Hours – Additional Profit					Hourly Rate
1.	Cashiers/Attendants					
a.	1 st Additional 6,000 hours					
	w/ Benefits:					\$ _____
	w/o Benefits:					\$ _____
b.	2nd Additional 6,000 hours					
	w/ Benefits:					\$ _____
	w/o Benefits:					\$ _____
c.	Above 76,000 Hours					
	w/ Benefits:					\$ _____
	w/o Benefits:					\$ _____
2.	Supervisors					
a.	1 st Additional 2,000 hours					
	w/ Benefits					\$ _____
	w/o Benefits					\$ _____
b.	2nd Additional 2,000 hours					
	w/ Benefits:					\$ _____
	w/o Benefits:					\$ _____
c.	Above 76,000 Hours					
	w/ Benefits:					\$ _____
	w/o Benefits:					\$ _____
I.	Total Annual Cost to the City (D + G):					\$ _____

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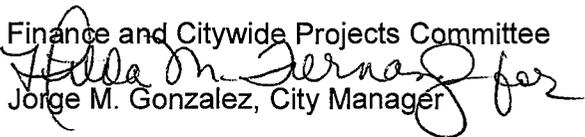


MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: 
Jorge M. Gonzalez, City Manager

DATE: January 27, 2011

SUBJECT: **DISCUSSION REGARDING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) TO AWARD A CONCESSION AGREEMENT FOR THE MANAGEMENT AND OPERATION OF A HOP-ON HOP-OFF CITY BUS TOUR SERVICE FROM VARIOUS LOCATIONS IN THE CITY.**

This subject was referred to the Finance and Citywide Projects Committee by the City Commission at their regular meeting of October 27, 2010.

Background

Hop-on hop-off city tours, also often known as Loop Tours, provide a quick and convenient way to get an overview of a city. They are frequently used by visitors on their first day or two in a new city as it quickly gives them an overview of how the area is laid out, while a tour guide provides a history and interesting facts of the city as well. Typically, after seeing most of the major sites via the hop-on hop-off bus, tourists determine an itinerary for the rest of their stay, deciding which area of the city they want to visit again on their own. Hop-on hop-off tours are also often used by visitors who only have a very short amount of time in an area as it enables them to cover a lot of ground in a short period of time and experience most of the major attractions of a city.

Gray Line Miami (Gray Line) began operating a hop-on hop-off sightseeing tour in Miami-Dade County in January 2010. The service is similar to other city sightseeing tours in New York, Chicago, Washington, D.C., San Francisco, Paris, and London, to name a few. The service runs daily, originating from their central station at Bayfront Park in Downtown, Miami, with two loops: the Beach Loop and the City Loop. In order to start the tour service, Gray Line entered into an agreement with Miami-Dade Transit to use bus stops throughout Miami Beach and Miami-Dade County for each stop of the tour. In addition to those stops, the City currently provides Gray Line with a stop on Ocean Drive, and just added a stop at the Fillmore Miami Beach at the Jackie Gleason Theater. Each stop on the tour is serviced on 60 minute intervals, allowing enough time to see points of interest or to patronize area businesses. While on the bus, participants also enjoy a multi-lingual, GPS triggered narration of the city. Additionally, Gray Line also sells tours offered by the Miami Design Preservation League (MDPL), boat/cruise tours, Everglades tours, and tickets to area museums and attractions.

Although there are many other types of tours offered in Miami, prior to Gray Line starting the hop-on hop-off city tour in January 2010, Greater Miami was one of the only major market cities in the United States that did not have a hop-on hop-off city tour. The service has been so well

received by tourists that Gray Line is considering expanding their fleet of vehicles to include open-air double deck buses. These open-air double deck buses are themselves an attraction and commonly result in higher ridership once introduced into a market.

Gray Line recently approached the City about partnering to add kiosks at key locations in Miami Beach, to increase their visibility and ridership. In other cities where Gray Line provides this service, on-street kiosks are handled through a permit or license. However, in Miami Beach the City Code doesn't allow for the sale of goods or services from the public right-of-way. A concession agreement would be required if the City desired to offer this service.

As tourism is vital to the economic well-being of the community the City is constantly looking at opportunities to expand entertainment options for tourists, the Administration believes the issuance of an Request for Proposals (RFP) for a concession agreement to allow for a hop-on hop-off operator to install kiosks at various locations in the City is worth discussing. An RFP as currently contemplated would also allow the operator to sell tickets for other tours and tourist attractions. The City is also considering including, as a second level of service, the inclusion of a nighttime circulator linking the 5th street and Alton Road garage with the entertainment district. Based on some preliminary research, staff believes this has the ability to generate additional revenue for the City while providing a valuable service for tourists. Although Gray Line is the only operator of this service currently in our market, there are several other companies that provide this service in other cities around the world. If an RFP were issued, the Administration would ensure that all known companies are afforded an opportunity to respond.

Finance and Citywide Projects Committee

The item was initially discussed by the Committee at their December 16, 2010, meeting. At that time, members of the Committee cited concerns that the issuance of an RFP and resulting contract award could lead to litigation similar to that experienced by the City of Key West. The Committee directed staff to research the Key West case and to also provide additional information on potential revenue share projections if a concession agreement were executed.

Duck Tours Seafari, Inc. v. City of Key West

The City Attorney's Office researched the referenced litigation between Duck Tours and the City of Key West. Duck Tours was seeking to operate tours of Key West similar to their operations in other cities. Duck Tours operation included the pick-up of passengers from various sites for transport to the harbor, a "splash down" into the water, and the harbor tour. The City of Key West had a franchise agreements for sightseeing services with two sister entities: Conch Tour Train, Inc. and Buggy Bus, Inc., d/b/a Old Town Trolley, both owned by Historic Tours of America ("HTA"). These agreements were made by municipal ordinances that not only granted franchise status to the train and trolley tours, but prohibited the issuance of similar franchises to competitors. The ordinances also prohibited any sightseeing or shuttle company, other than the train and trolley tours, from having offices, depots, ticket sales booths, and/or passenger loading or unloading "stops" within 1,000 feet of Train and Trolley's existing depots. Duck Tours argued that this created a monopoly and violated the Commerce Clause of the United States Constitution.

The City has no intention of awarding an exclusive contract as part of a potential RFP. Therefore, the City Attorney's Office feels comfortable with proceeding with an RFP should the City Commission choose to do so.

Potential Revenue

The primary objective of this RFP is to enhance and strengthen available offerings for visitors to the community. However, there is a potential to also generate revenue for the City with the execution of a concession agreement. As such, the City would negotiate a percentage share of gross revenue from this concession agreement similar to other agreements entered into by the City. Based on preliminary research, a conservative estimate of 20,000 riders per year paying an average ticket price of \$35 with a 15% gross revenue share for the City could generate approximately \$105,000 per year from this concession.

Proposed Scope of Work

If the Administration were directed to draft an RFP, the following is a draft of the proposed scope of services.

- The City will grant to the successful proposer, the right, during the Term of this Agreement, to manage and operate up to six (6) kiosks from designated locations throughout the City.
- The successful proposer must agree to manage and operate these kiosks and will be authorized to conduct the following kinds of business(es) within the Concession Areas, as provided below, all at its sole cost and expense:
 - Permitted Uses:
 1. Operate and manage up to six (6) kiosk locations in the City of Miami Beach, which shall sell and/or provide the following:
 - Hop-on Hop-off sightseeing tours
 - Other tours
 - Attractions
 2. Schedule of Operation:
Successful proposer's operations shall be open seven days a week, 365 days a year, during agreed upon hours, weather or events of force majeure permitting.
- Security Deposit:
Upon execution of the Agreement, the successful proposer shall furnish the City with a Security Deposit, as agreed to by the City. Said Security Deposit shall serve to secure successful proposer's performance in accordance with the provisions of the Agreement. In the event the successful proposer fails to perform in accordance with said provisions, the City may retain said Security Deposit, as well as pursue any and all other legal remedies as may be provided by applicable law.
- Minimum Guarantee:
In consideration of the City executing the Agreement and granting the rights provided in the Agreement, the successful proposer shall pay to the City a Minimum Guaranteed Annual Concession Fee.
- Percentage of Gross:
During the initial term, and any renewal term, of the Agreement, successful proposer shall pay the City a percentage of successful proposer's gross receipts. In the event that

the annual gross receipts is less than the minimum guarantee amount provided in the Agreement, then the successful proposer shall also pay to the City, on an annual basis, the difference between the gross receipts amount and the minimum guarantee amount.

In the event that the City, at its sole discretion, chooses to extend the term of this Agreement for any renewal term, the renewal term minimum guarantee shall be subject to negotiations.

- Term
The Term of this Agreement will be for a period of two (2) years with the sole option and discretion of the City, to renew for an additional three (3), one year periods.
- Capital Improvements and Maintenance
The City shall provide in an "as is" condition, the site(s) to the successful Proposer. The successful Proposer shall be responsible for the capital improvements of the site(s) and full maintenance in a satisfactory manner as determined by the City.

The successful Proposer shall be required to design, provide and install all furnishings, fixtures, equipment, finishes, and signage necessary to manage and operate the site(s).

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Discussion Item

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: January 27, 2011

SUBJECT: Discussion regarding the Veteran's Day Parade and Picnic

This matter was discussed originally at the November 17, 2010, City Commission Meeting at the request of Commissioner Libbin. Commissioner Libbin requested the Commission consider supporting the Veterans Day Parade as a City produced event in the future years. During that discussion, a request was made for the costs associated with the City's July 4th celebration. The Administration explained that the City raises sponsorship to reduce the City's allocation for July 4th or any other City produced event. Discussion continued and the matter was ultimately referred to the Finance and Citywide Projects Committee for further discussion.

The City currently produces the annual July 4th Celebration, Miami Beach Festival of the Arts and Sleepless Night events. Of those events, the July 4th Celebration is the most appropriate event to compare to the Veteran's Day Parade and Picnic. The City has been producing a July 4th event formally since 1991. In addition to fireworks, the City typically also provides entertainment for the public prior to the fireworks display. However, in 2008 and 2009 entertainment was eliminated. In 2010, entertainment was provided in-kind by the Miami Youth Symphony Orchestra. A summary of revenue and expenses for the 2010 July 4th event is provided below.

JULY 4, 2010	Actual Expenses
Staging and Equipment	\$ 5,500.00
Fireworks	\$ 25,000.00
Other Fireworks related services	\$ 1,200.00
Barricades & Labor	\$ 4,000.00
Police (Estimate)	\$ 3,990.00
Fire (Estimate)	\$ 2,000.00
Sanitation (Estimate)	\$ 2,500.00
Shuttle	\$ 2,460.00
Ocean Rescue	\$ 1,750.00
Advertising	\$ 4,919.00
Turtle Monitors	\$ 420
Misc	\$ 202
GRAND TOTAL	\$ 53,739.00

	Actual Revenue
CMB (budgeted)	\$ 45,000.00
Sponsorships (secured)	\$ 25,500.00
TOTAL	\$ 70,500.00

Net City Expenses	\$ 28,239.00
Savings vs. Budget – 2010	\$ 16,761.00

Finance and Citywide Projects Committee
Veteran's Day Parade and Picnic
January 27, 2011

This offset (savings) has ranged from as little as \$1,800 to as much as \$16,761 depending on the amount of sponsorships secured in a given year.

Historically, the majority of services required for the Veteran's Day Parade and Picnic have been provided in-kind by the City or other sponsors. In 2009 and 2010, some additional off-duty police support was required as a result of the increased attendance, which was paid for by the event producer. However, once the City produces an event, city services are charged differently. For example, police services that would otherwise be provide off-duty (at an off-duty rate) would now be provided on an overtime detail. Based on the services provided in previous years, the following budget estimate was prepared to illustrate potential costs if the City were to take over production of the event. The City would likely seek sponsorships to offset these costs if the city were to produce the event.

Veteran's Day	Projected Expenses
Police (Estimate)	\$ 11,200.00
Fire (Estimate)	\$ 500.00
Sanitation (Estimate)	\$ 500.00
Stage and Equipment	\$ 4,000.00
Miscellaneous	\$ 1,000.00
GRAND TOTAL	\$ 17,200.00

It is also important to factor the amount of staff time dedicated to producing these events. It is estimated that City staff dedicates approximately 160 hours of time to producing the July 4th event, which equals \$7,054 in salaries. City staff was not able to determine the amount of staff hours required to produce this event, but in addition to typical event coordination (i.e city services, staging, etc.) a significant amount of staff time would be required to coordinate the logistics for the parade and the picnic, especially during a year when staff is producing Sleepless Night..

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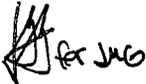


MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager 

DATE: January 27, 2011

SUBJECT: **PRESENTATION OF NORTH SHORE BANDSHELL PARK "DRAFT" MASTER PLAN.**

On May 13, 2009, the City Commission approved a referral to the Finance and Citywide Projects Committee (Committee) of a proposal to secure the Architectural and Engineering (A/E) Services of BEA Architects, in partnership with Rene Gonzalez Architect Inc., for the planning, design and construction administration services for the Bandshell Park site. The Committee recommended the approval of the agreement at its September 3, 2009 meeting.

Project Description

The North Shore Bandshell Park is a historic site, located in the heart of North Beach, along Collins Avenue, between 72nd and 73rd Streets.

The Master Plan scope includes the following:

- Landscaping and irrigation
- Accent / security lighting
- Reconfiguration and/or addition of walkways to enhance circulation
- Addition of a service driveway
- Installation of an electronic marquee for the Bandshell Facility
- Installation of the Art in Public Places piece - "Beatles Mandala"

The project planning process has followed the standard park improvement project sequence. The project kick-off meeting was held on December 7, 2009. The Draft Master Plan was presented to the community on July 22, 2010 and subsequently approved by the Design Review Board (DRB) at its November 2, 2010 meeting. As part of its approval, the Design Review Board recommended that the construction of the walkway connecting the park to the beach, along 72nd Street, be completed as part of the Phase 1 improvements. There was strong support for the Project as presented by the Consultant, both from the Community as well as from the Board, and consensus was reached for the design concept.

The Design Review Board is requiring, as part of their approval, a connection on the south side of the park to the beach walk. This connection needs to be shown on the construction documents as part of Phase 1 improvements.

The Draft Master Plan (Attachment 1) presents a phased implementation plan of the proposed improvements to the park as follows:

Phase 1 – Park Improvements

Phase 1 will consist of new walkways, landscape planting, landscape irrigation, lighting, site furniture, general signage, the installation of an electronic marquee, and the installation of the Beatles Mandala.

The estimate of probable construction cost for this phase is \$1,191,903, inclusive of a 10% construction contingency allowance. The completion of Phase 1 will significantly improve the quality and character of the park and help achieve the design intent, which is to enhance circulation, activate the connection between Collins Avenue and Ocean Terrace, provide areas for pedestrian congregation through the addition of tables and benches, and enhance lighting thereby improving security. The additional phases, when implemented, will enhance the connectivity of the park to the North Beach Recreational Corridor as well as to Ocean Terrace.

Phase 1A – Elevated Platform

Additionally, the construction of a 4,000SF elevated platform where park visitors will be able to watch the activities at the sand bowl area, lighting, landscape, and associated site improvements are currently underway as part of the construction of the North Beach Oceanfront Center Project (Senior Center). The cost previously identified and allocated for the construction of this work is \$385,519 (in addition to the \$1.210M).

The following phases will be considered in the future and will not require re-work to be implemented.

Phase 2A – 72nd Street Walkway

Phase 2A will consist of a new walkway and associated landscape and lighting, connecting the south end of the park to the North Beach Recreational Corridor, at 72nd Street. This will also serve as connector to the beach.

The required budget to implement Phase 2A, inclusive of funding for Art in Public Places (AiPP), CMB fees, and construction contingency is \$143,688. Since a connection is required under the DRB approval to be completed as part of Phase 1, the Administration recommends seeking additional funds for this work via the FY 11/12 Capital Budget process.

Phase 2B – 73rd Street Multi-Purpose Walkway

Phase 2B will consist of the widening of the south sidewalk along 73rd Street, creating a multi-purpose path connecting Collins Avenue to Ocean Terrace. Any and all items addressed in this phase will add to the overall design but are not an integral part of the immediate design implementation. The estimate of probable cost for this phase is estimated to be \$44,779 inclusive of an additional 10 percent for a contingency allowance in the construction phase.

The required budget to implement Phase 2B, inclusive of funding for Art in Public Places (AiPP), CMB fees, and construction contingency is \$58,676.

Based upon the estimated construction costs identified for each of the master plan phases, the City has sufficient funds to implement Phase 1 and the elevated platform at this time. Phases 2A and 2B will be considered in the future during the FY 11/12 Capital Budget process. The project budget for each phase is presented herein.

Table 1
North Shore Bandshell Park Master Plan
 Phase 1- Project Budget (Funded Improvements)

Phase 1- Park Improvements	Estimated Costs (\$)
Design & Engineering	194,000
Construction	1,083,548
Contingency (10% of const.)	108,355
Testing / Permitting	30,000
Art in Public Places (1.5% of const.)	16,253
Construction Mgmt. (6% less AiPP)	84,954
Phase 1 Project Budget	\$1,517,110

Table 2
North Shore Bandshell Park Master Plan
 Phase 1A - North Beach Oceanfront Center- Elevated Platform - Project Budget (Funded Improvements)

Elevated platform and associated improvements	Estimated Costs(\$)
Construction	385,519
Art in Public Places (1.5% of const.)	5,783
Elevated Platform Budget	\$391,302

Table 3
North Shore Bandshell Park Master Plan
 Phase 2A- Project Budget (Unfunded Improvements)

Phase 2A- 72nd Street Walkway	Estimated Costs(\$)
Construction	112,694
Contingency (10% of const.)	11,269
Testing / Permitting	10,000
Art in Public Places (1.5% of const.)	1,690
Construction Mgmt. (6% less AiPP)	8,038
Phase 2A Project Budget	\$ 143,692

Table 4
North Shore Bandshell Park Master Plan
 Phase 2B- Project Budget (Unfunded Improvements)

Phase 2B- 73rd Street Multi-Purpose Walkway	Estimated Costs(\$)
Construction	40,708
Contingency (10% of const.)	4,071
Testing / Permitting	10,000
Art in Public Places (1.5% of const.)	611
Construction Mgmt. (6% less AiPP)	3,287
Phase 2B Project Budget	\$ 58,676

The Administration seeks guidance on the proposed "Draft" Master Plan.

Attachments:

1. North Shore Bandshell Park Master Plan, dated December 2010.
2. North Shore Bandshell Park Master Plan, Estimate of Probable Cost



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