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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: Kathie Brooks, Interim City Manager

DATE: November 9, 2012

SUBJECT: **A DISCUSSION REGARDING THE ISSUANCE OF REQUEST FOR PROPOSALS (RFP) FOR CATERING AND CONCESSION SERVICES FOR THE MIAMI BEACH CONVENTION CENTER.**

### BACKGROUND

On April 11, 2006, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 22-05/06, to Provide Professional Food and Beverage Facilities Management Services for the Miami Beach Convention Center; with an option to manage food and beverage services at other city cultural facilities. This RFP was issued in advance of Centerplate's expiring contract on February 28, 2007. Centerplate, doing business originally as Volume Services America, Inc., has held the exclusive food and beverage services contract at the Miami Beach Convention Center since December 17, 1986. The original contract had an initial term of fifteen years, and the City Commission exercised a five (5) year renewal term on May 16, 2001, via Resolution No. 2001-24393.

Following a review of all proposals received, the RFP Evaluation Committee and the City Administration recommended Centerplate as the top-ranked proposer. Subsequently, the City Commission adopted Resolution No. 2006-26316, authorizing the Mayor and Clerk to execute an agreement with Centerplate, upon completion of successful negotiations by the Administration. The current Agreement commenced on March 1, 2007, and expired on September 30, 2012. However, at the September 12, 2012 City Commission meeting, Resolution No. 2012-28006 was adopted resulting from the events described below. The Agreement also includes two (2) successive, five (5) year renewal options, at the City's discretion.

Request for Proposals (RFP) No. 39-11/12 was issued on April 25, 2012 following direction from the Finance and Citywide Projects Committee and subsequently the City Commission. A pre-proposal meeting to provide information to the proposers submitting a response and a site tour was held on May 7, 2012. Eight (8) companies participated in the meeting and site tour. The deadline for receipt of proposals was June 8, 2012 at 3:00 pm. BidNet issued bid notices to 33 prospective proposers, and 6 additional proposers were notified via e-mail, which resulted in the receipt of two (2) proposals in response to the RFP from Aramark Corporation, and Ovations Food Service.

On May 22, 2012, the City received a letter from Centerplate which, among other things, alleged a conflict of interest by Global Spectrum, and requested the City discontinue the RFP process and extend Centerplate's current contract for one (1) year. The City received a second letter from Centerplate on June 7, 2012, again alleging a conflict of interest as a result of Global Spectrum's participation in certain aspects relating to possible input that they may have provided the City in the initial stages of the RFP process, as well as Global Spectrum's



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relationship with Ovations Food Service, one of the proposers (the relationship being that Global and Ovations were owned by the same parent company, Comcast Corporation). Centerplate also stated that they had chosen not to respond to the RFP.

The City Attorney's Office and Administration reviewed the issues raised in Centerplate's letter, both in terms of potential challenges to the RFP, as well as the likelihood of the filing of a complaint by Centerplate against the City with the Miami-Dade County Commission on Ethics. In light of the letter issues, even if ultimately successfully defended by the City, trusting the integrity of this particular RFP process and, further, given the fact that the issues had been raised at the outset of the process and prior to evaluation of proposals.

The item was presented at the September 12, 2012, City Commission meeting where the Administration recommended the City Commission exercise its right under the RFP to reject all proposals, finding such rejection to be in the best interest of the City. Concurrent with the rejection, the Administration recommended that the current Agreement be extended to ensure continuation of service during peak usage of the Convention Center and also provided sufficient time to re-draft and issue a new RFP and complete the new solicitation process. The Administration also recommended the Mayor and City Commission refer to the Finance and Citywide Projects Committee a discussion regarding the issuance of a new Request for Proposals (RFP) for Catering and Concession Services for the Miami Beach Convention Center.

Following discussion, the City Commission adopted Resolution No. 2012-28006, which authorized the following:

- Reject bids;
- Continue current contract on a quarter-to-quarter basis, with a 90-days Notice of Termination; and
- Referred the matter to the Finance and Citywide Projects Committee.

It should also be noted that the current Management Agreement for the Convention Center with Global Spectrum expires September 30, 2013. There are two (2) convention center management companies in the United States: Global Spectrum and SMG. For eighteen (18) years (1990 – 2008) SMG managed the Miami Beach Convention Center for the City. Global Spectrum was awarded the contract in 2008 following a competitive bid process and has managed the convention center since October 2008. The current agreement between the City and Global Spectrum does not have any additional renewal provisions.

It should also be noted that SMG has a ten (10) year management agreement with Broward County for the Broward County Convention Center. The current term of the their agreement with Broward County Convention Center expires December 21, 2019, with an additional 10 year renewal term at Broward County's sole discretion. The agreement includes a provision that restricts SMG from submitting a proposal or entering into a similar management agreement for the operation of a similar type facility within a one hundred (100) mile radius of Fort Lauderdale unless the agreement is with Broward County or agreed to by Broward County.

## **FOOD AND BEVERAGE RFP ALTERNATIVES**

### ***Option 1***

Issue a new RFP for food and beverage (catering and concession) services. If this option is desired the City would need to separately issue an RFP for convention center management with sufficient time to have an agreement in place prior to September 30, 2013. In light of the 100 mile radius restriction that SMG has with Broward County, the Administration recommends issuance of a Request for Letters of Interest (RFLI) for management of the convention center to

determine if both SMG and Global Spectrum would both be interested in bidding on the convention center management contract before proceeding with a lengthy RFP process. If both companies express interest the Administration recommends issuance of the RFP. However, if only one firm expresses interest the City Commission could consider waiver of competitive bids before proceeding with a lengthy RFP process for the convention center manager.

***Option 2***

Since the management agreement expires September 30, 2013 a new RFP could be issued for Management and Catering / Concession Services combined. In an effort to provide the City with maximum flexibility, especially in light of the potential for limited competition on the convention center management component as described in Option 1, the Administration recommends allowing bidders to submit proposals for both or any portion (Management OR Catering/Concession Services) of the RFP. Attached is a draft of the RFP for your review and consideration.

## **SCOPE OF SERVICES**

This RFP consist of two (2) Scope of Services: The Management and Operations of the Convention Center and the Food and Beverage of the Convention Center. Proposers can submit proposals for both or only one of the aforementioned Scope of Services. The City has the right to separately award for each Scope of Services or award both Scope of Services to one proposer if it is deemed to be in the best interest of the City. Separate evaluation criteria and processes are specified for each scope.

Proposers must demonstrate that the minimum requirements are met and submit separate packages for each Scope of Services.

Proposers can further submit a section detailing the additional revenue, incentives or value added benefits being proposed if they were to receive the award for both Scope of Services.

## **FOOD & BEVERAGE FOR THE CONVENTION CENTER**

It is the City's intention to operate the highest quality food and beverage catering and concession facilities at the MBCC.

### **Goals and Objectives**

The City of Miami Beach is seeking competitive proposals from qualified firms to provide professional food and beverage facilities management services for the Miami Beach Convention Center. The City's goal is to operate a high quality state-of-the-art catering and concessions services to meet the needs of conventions, trade shows, consumer shows, meetings and community events.

### **Minimum Requirements**

Proposer, or Proposal team member(s), should have at least ten (10) years of experience as a concessionaire and/or caterer in facilities of comparable size as the Convention Center. A "Comparable size" facility is defined as a facility that has at least 1.2 million gross square feet, and which has a minimum of \$6 million in annual gross food and beverage sales, to include catering and concessions.

The City will provide floor space and the current food service equipment, as listed in Attachment XXXX herein. These will include, but not be limited to, the following at MBCC:

- East Kitchen
- West Kitchen
- All permanent concession outlets
- Numerous temporary concession locations (e.g. carts)
- Various identified storage locations

Additionally, the successful Proposer shall have access to all fixed and temporary equipment owned by the City for the provision of food and beverages.

## **Term**

The selected proposer shall negotiate with the City of Miami Beach for a contract for a period of three (3) years, with an option for two (2) additional one-year periods, at the City's discretion.

## **Contractual Requirements**

- A) The Agreement entered into with the successful Proposer (the Agreement) shall require the Proposer to provide a Capital Reserve Fund, to fund repair, maintenance, and replacement of food/beverage service equipment, smallwares, computerized point-of-sale systems, and other leasehold improvements directly associated with the food/beverage service program. Such funds shall be placed in an interest-bearing account owned by the Proposer, but to be used only under written direction and approval of the City. Any funds unused during any contract year shall be carried forward with interest until the end of the Agreement, at which time all unused funds shall immediately transferred to the City.
- B) The successful Proposer shall establish a marketing account into which shall be deposited, at the beginning of each contract year, for promotion of the MBCC. The Proposed minimum dollar amount shall be spent in accordance with a marketing plan, which shall be subject to City review and approval. Should less than the agreed upon dollars be spent from this marketing account by the end of any contract year, any remaining sum in this account shall be transferred to the City's Convention Center Marketing Fund.
- C) The successful Proposer must invest in capital upgrades for the Convention Center, which upgrades shall be for the purpose of improving the food and beverage operations at the Convention Center. For example purposes only, proposed upgrades may include renovations, changes, and/or modifications to improve the existing food and beverage locations, and/or purchase and installation of additional furniture, fixtures and equipment; all subject to review and approval by the City. All equipment and improvements purchased under this capital investment commitment shall become the property of the City at the conclusion of the initial term of the Agreement, at no cost to the City. Should any of the required capital investment specified not be expended after all directed improvements have been completed, then such funds will be transferred to the City's Convention Center Capital Fund.
- D) In the event of a hurricane or other natural disaster or emergency, the successful Proposer shall be required to provide the following:
- For a three (3) day period without electricity and water available from normal utility services, provide food, drink and drinking water for 1400 persons (three meals a day). Part or all of each meal to be heated, with hot beverages to be available with each meal, with 50% of the meals (700) to be high energy producing and 50% larger than the standard meals, 25% of the meals to be standard and provide normal daily caloric intake and 25% to be considered vegetarian.
  - Provide utensils, equipment, and supervisory personnel for such operations.

- Provide, for the City's review and approval, a menu so that the Proposer can assure delivery to the Convention Center within twenty-four hours after order.

All documented costs of supplies, food, labor, and materials used during a hurricane (including the period during a hurricane, watch or warning) will be repaid to the Proposer by the appropriate governmental agencies. The Proposer will be responsible for bearing all costs of possible extra inventory levels, preparation and planning.

- E) Specific Brands/Sponsorships: The City reserves the right to require specific items, specific brands, or specific shelf space to be devoted to brands sold at the Convention Center at any time that an agreement is in place, or entered into, between the City and a vendor, which gives exclusive rights to serve a particular brand at City facilities.

For example, the City has entered into a ten (10) year agreement with Coca-Cola Bottling, effective September 1, 2011, through September 1, 2021, to be the exclusive provider of all non-alcoholic beverages and coffee products for all City-owned and operated facilities.

### Corporate Responsibilities

1. Proposers shall provide a "Corporate Responsibility Plan", which describes in sufficient detail how the Proposer plans and expects to integrate into the Miami Beach community, and fit into the community as a "good corporate citizen". In developing its Plan, Proposer's focus should be to establish a balance between developing opportunities with the City; stimulating and rewarding their employees; developing optimum customer satisfaction; working with and supporting our local community; and sustaining the environment where they operate.
2. Items to include in Proposer's "Corporate Responsibility Plan" should address (but not necessarily be limited to) the following:
  - A. Proposer's approach, and policies and procedures, detailing the hiring and promotion of employees, including the following:
    - In addition to the requirement to comply with **both** the City's Living Wage Ordinance **and** Equal Benefits Ordinance (both which are required under this RFP) what **other** benefits, programs, and/or other compensation or incentives does the Proposer offer to its employees?
  - B. In addition to subsection (A) above, describe any other programs that Proposer maintains for the welfare and benefit of its employees.
  - C. Is Proposer a responsible corporate citizen and, to that end, what contribution(s) does Proposer make to the community(ies) in which it currently does business? Describe how Proposer is "making a difference" for the betterment of the community(ies) where it operates. Items to address may include, but not be limited to:

- Participation in local community organizations.
  - Membership in local civic and charitable organizations including, in particular, any specific programs and/or initiatives that Proposer has either established or (if established) that Proposer actively participates in.
- D. Is Proposer's firm environmentally conscious? Include any efforts and/or programs and/or initiatives that Proposer has established, either within its firm or in the community(ies) where it operates, which demonstrate Proposer's involvement in, and commitment to, the betterment of the environment through sustainability (i.e. "green initiatives").
- E. With regard to the City of Miami Beach, describe in sufficient detail what public benefits, including any specific programs, initiatives, and/or other contributions, which Proposer would plan to "give back" to the Miami Beach community should it be awarded this contract. This should include (but not be limited to) Proposer's commitment to hire as many qualified Miami Beach residents as possible.
- F. A component of the Corporate Responsibility Plan must propose a minimum amount of funds which will be contributed annually toward the City of Miami Beach Scholarship Fund, offered to needy City resident students pursuing a career in the field of Tourism and Hospitality Management or related field (inclusive of food service management). Said minimum amount of funds will be subject to negotiation with the successful Proposer.

### **PROPOSAL FORMAT/ MINIMUM REQUIREMENTS**

Proposals must include the following documents, each fully completed and signed, as required. If any items are omitted, Proposers must submit the documentation within five (5) calendar days upon request from the City, or the Proposal may be deemed non-responsive. **NOTWITHSTANDING THE PROCEEDING SENTENCE THE CITY WILL NOT ACCEPT THE PRICE PROPOSAL FORM AFTER DEADLINE FOR RECEIPT OF PROPOSALS.**

#### **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:**

- a) **Introduction letter:** Outline the Proposer's professional specialization; provide past experience to support the qualifications of the Proposer.
- b) **Qualifications of Proposer:**
  - 1. Experience and qualifications of the Proposer providing food and beverage concession and catering services in a "comparable size" facility (as defined in the Minimum Requirements of the RFP), and detailed

description of type of food and beverage services provided. For example, in addition to food and beverage catering and concession services, Proposers may want to describe banquet services, suite/club catering, bar services, VIP, or other similar services.

2. Proposer must provide a complete list of events serviced in 2011 for each comparable size facility listed, with contact information for each event.
3. In specifying the type of services that were provided by the Proposer at each comparable size facility (see Item 2(b)(1) herein), Proposer should also include the number of permanent and temporary concession stands that were operated.
4. Proposer must provide gross revenue for each comparable size facility, with a breakdown of gross revenue for catering and concession operations.

c) **Proposal Team:**

1. Provide an organizational chart of all personnel and consultants to be used on the Agreement, and their qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.
2. Proposer shall provide a qualified management team (see below), and provide resumes for all management team members, including the Executive Chef to be used for the contract. Minimum qualifications of all managers and the Executive Chef should include at least five (5) years of senior food management responsibility in the convention center/arena or restaurant fields, with degrees in hotel/restaurant management from recognized colleges/universities in that field. Experience may substitute for education on a year-to-year basis.

At a minimum, Proposers should include resumes for the following management team members:

- General Manager
- Assistant General Manager/Director of Food and Beverage
- Executive Chef
- Catering Manager
- Concessions Manager
- Beverage Manager
- Director of Sales

d) **Past Performance Information/Client Surveys:**

Past performance information will be collected on all Proposers. Proposers must provide their clients with the Performance Evaluation Letter and Survey attached as herein, and request that such clients submit the completed survey to the contact person listed in this RFP. 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.

e) **Financial Capacity: NOTE:** Items (1) through (5) below must be submitted in the form of CPA reviewed/audited financial statements.

- (1) Balance Sheets for prior three (3) years.
- (2) Income Statements for the prior three (3) years.
- (3) Statements of Cash Flows for the prior three (3) years.
- (4) Statement of changes in stockholder's equity for the prior three (3) years.
- (5) Notes to Financial Statements.
- (6) Corporate/partnership Federal income tax return for the last completed fiscal year.
- (7) Credit report (i.e. Dun & Bradstreet report).
- (8) Credit history letter(s) from financial institution(s).
- (9) List of any significant litigation in the last five (5) years in which the Proposer was a defendant. Include a statement about the nature of each lawsuit and its outcome.
- (10) List any contracts for the Proposer's management of a facility which was terminated or not renewed within the past five (5) years, including, in each, the reasons for termination or non-renewal.

f) **Methodology and Approach:**

It is the intention of the City to provide its food and beverage catering and concession services at the highest quality, with the requirement of the Proposer to keep aggregate positive customer survey scores at or above 93% for each contract year-end.

Good customer service is essential. The Proposer must describe its approach to addressing unique needs, responding to complaints, and evaluating customer satisfaction.

Proposer must have implemented an employee training program for one or more facilities or establishments for the following items or areas:

- Employee performance/dress standards
- Customer service/dealing with the public
- Cash handling
- Work place safety/sanitation practices
- Sexual harassment
- Alcohol Awareness

All food and beverage preparation, storage, dispensing, consumption, dining or sales areas are to be kept clean, orderly, and sanitary at all times and in strict accordance with all applicable laws, ordinances, and rules and regulations. The Proposer must also describe its philosophy and procedures to ensure cleanliness and upkeep of equipment and work spaces.

The City's goal is to enhance the food and beverage experience at the Convention Center by providing the highest level of food quality, creativity and customer service. The Proposer must provide its methodology and approach, or an operational service plan, to ensure that food and beverage concession

services and catering services at the MBCC are maintained at the highest quality level. At a minimum, the plan must include the Proposer's methodology and approach for the following:

- Providing the highest level of concession services
- Providing catering services, including approach to increase social catering opportunities
- Ability to provide back-up management expertise on short notice;
- Cash control computer system and interfaces to be provided;
- Operational service plan(s).

g) **Transition Plan:**

Include a plan to demonstrate smooth and timely transition for staff and transparent changeover for meeting planners' comfort. The detail for this plan should be presented in both a narrative form and presented on a time line, and must include the following elements:

- Staff notification;
- Meeting planner notification;
- Training and familiarization of facilities, equipment, services;
- Management on-site full time;
- Initiation of Marketing and Sales Program;
- Vendor notification; and
- Inventory of food and beverage facilities, fixed equipment and smallwares;
- Any and all additional take-over procedures your company would implement.

h) **Annual Rent and Cost Data:**

Annual rent and revenue sharing information must be submitted with the Proposal. Notwithstanding, the City will reserve its right to negotiate cost and/or revenue sharing with the successful Proposer.

- Guaranteed Minimum Annual Rent – Proposer shall propose a minimum annual base rent, with a commission proposal for the following:
  - Miami Beach Convention Center
  - Catering/Banquet Sales
  - Concession Sales
  - Alcoholic Beverage Sales
  - Non-Alcoholic Beverage Sales
- Percentage Commission- shall be calculated as percentage of Gross Receipts in accordance with the bid percentage proposed.
- Waiver of Exclusivity: When requested by the City, the Proposer shall release exclusivity rights for catering, shall incur no costs and shall be entitled to collect a percentage of gross receipts (or such other lump sum fee as may otherwise be agreed upon between the Proposer and the City). Such percentage or other lump sum fee shall be considered a part

of gross receipts for the purpose of determining rent. During City sponsored events, the agreed upon percentage commission to which the Proposer may otherwise be entitled, may be waived by the City.

i) **Corporate Responsibility Plan, including Public Benefits (e.g. Scholarship Fund):**

As required in this RFP, Proposers shall provide a "Corporate Responsibility Plan", which describes in sufficient detail how the Proposer plans and expects to integrate into the Miami Beach community, and fit into the community as a "good corporate citizen". The Plan should describe in sufficient detail what public benefits, including any specific programs, initiatives, and/or other contributions which Proposer would plan to "give back" to the Miami Beach community, should it be awarded this contract.

j) **Business and Creative Marketing Plan:**

The Proposer shall present a detailed business and marketing and sales promotion plan for food and beverage concession services, catering concession services, local catering, social/gala and local catering at the Convention Center; selected representative menus, prices, portion size where applicable, and description from both formal and buffet catering; and growth potential and growth areas, including revenue projections for all food and beverage concession services and catering concessions services at the Convention Center.

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Proposer shall submit examples of detailed marketing and sales promotion plans which it has developed and utilized at comparable size facilities. The Proposer shall propose specialty food items and specialty food carts, which it believes can work in Miami Beach as well as any other information, which can demonstrate its ability to deliver superior products and services.

Describe in detail how the services and their creative marketing program will be provided at the facility as well as your methodology for social/gala catering to include local catering strengths.

- k) Proposers shall submit any other such supporting documentation as they deem necessary to demonstrate their capability to provide and implement the services as outlined in this RFP.
- l) Acknowledgment of Addenda: (IF REQUIRED BY ADDENDUM) and Proposer Information forms.
- m) Provide Certified Minority Business Certification documentation, Local Preference, and/or Veterans Preference (if applicable) (State of Florida or Miami-Dade County).
- n) Acknowledgment Letter and Disclosure and Disclaimer
- o) Any other documents required by this RFP.

**The City reserves the right, in its sole discretion, to request additional information from Proposers following review of the initial Proposal submissions.**

## **EVALUATION AND SELECTION PROCESS**

The procedure for Proposal evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Proposals.
3. Opening of Proposals and determination if they meet the minimum standards of responsiveness.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements of this RFP. Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee shall recommend to the City Manager the Proposal or Proposals acceptance of which the Evaluation Committee deems to be in the best interest of the City.
6. The Evaluation Committee shall base its recommendations on the following factors, for a total of 100 possible points:

The Evaluation Committee will recommend to the City Manager the Proposer or Proposers that it deems to be the best candidate(s) by using the following evaluation criteria:

A) Financial: (points = 20)

- Financial capability to perform the services outlined in the RFP;
- Proposed commissions;
- Other additional financial considerations ( e.g. Capital Reserve Contribution, Marketing Reserve Fund, Capital Investment, Scholarship Contribution); and

B) Experience and qualifications and past performance based on client surveys: (points = 35)

- Experience and qualifications of the Proposer in providing food and beverage concession and catering services in comparable size facility(ies) (as such term is defined in page 12 of the RFP).
- List of events serviced in 2011 for each comparable size facility;
- Management team's (including Executive Chef's) experience and qualifications; and
- Volume and quality of surveys submitted by clients.

C) Methodology and approach: (points = 30)

- Staff training/manual procedures;
- Approach to customer service and maintenance of quality standards;
- Proposed plan to improve food quality and service
- Approach to providing/improving concession services;

- Ability to provide back-up management expertise on short notice;
- Cash control computer system and interfaces to be provided; and
- Operational service plan(s).

D) Business and Creative Marketing Plan (points = 15)

- Business and marketing plans as presented for the food and beverage program, including social/gala and other catering services and concession services; and
- Approach to enhancing social catering opportunities.
- Corporate Responsibility Plan and approach to community integration.

**LOCAL PREFERENCE:** The Evaluation Committee will assign an additional five (5) points to Proposers, which are, or include as part of their proposal team, a Miami Beach-based vendor as defined in the City's Local Preference Ordinance.

**VETERANS PREFERENCE:** The Evaluation Committee will assign an additional five (5) points to Proposers, which are, or include as part of their proposal team, a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise, as defined in the City's Veterans Preference Ordinance.

## **FACILITIES MANAGEMENT OF THE CONVENTION CENTER**

The selected proposer will be responsible for the complete management, operation, of the Miami Beach Convention Center and management and operations at the Colony Theater. The selected proposer shall furnish all management, supervision, labor, and services consistent with generally accepted operations of a first-class Convention Center and/or Theater, and shall be responsible for the maintenance of the buildings and equipment and marketing of the facilities management of various product and service providers; coordination of facilities utilization and scheduling.

The City has established certain goals and objectives to guide the management and operation of the City facilities which are listed below. In addition, the City has established specific standards of operation, also described below and attached in Exhibit I, which constitute a framework for the management of the Facilities by a private management firm. The Scope of Services includes the following sub sections:

- Goals and Objectives
- Management
- Operation
  - Facility Manager
  - Uniforms and Identification
- Maintenance and Repair

### **Minimum Requirements**

A minimum requirement of five years experience in management and operation of a convention center facility and a performing arts center by the firm and/or key personnel of the firm. A firm that has not been in operation for the minimum of five (5) years may submit proposals so long as the key personnel can demonstrate the minimum of five (5) years of upper-level and/or management experience as a general manager of similar facilities.

### **Term**

The selected proposer shall negotiate with the City of Miami Beach for a contract for a period of three (3) years, with an option for two (2) additional one-year periods, at the City's discretion.

The selected proposer would coordinate its management and operation under the direction of the City Manager of the City of Miami Beach, or his designee, and would work closely with the following:

1. The City of Miami Beach Commission.
2. The Greater Miami Convention & Visitors Bureau.
3. The Miami Beach Convention Center Advisory Board. This Board acts in an advisory capacity to the City Commission on matters regarding operations of the Convention Center.
4. City of Miami Beach Concession Contractors:

a. Colony Theater Food and Beverage

i. Segafredo is currently the exclusive on-site contractor for the Colony Theater. Please note that a Request for Proposals (RFP) has been issued for that facility.

5. The companies listed in Exhibit H and are responsible for a various maintenance contracts for equipment or other services required for the Center and the theaters.

**Facility Management Goals and Objectives:**

It is the goal of the City to develop and operate a high quality, state-of-the-art convention center to meet the needs of conventions, trade shows, consumer shows, meetings and community events. The City has multiple objectives for the operations manager for which submitted proposals must successfully address:

- Efficiently operate the Convention Center and the Theater, while minimizing the net cost to the City;
- Properly maintain and safeguard the City's capital investment in the facilities through the exercise of the highest standards of maintenance and preservation and, as the need arises, make or recommend capital improvements;
- Control and minimize the amount of funding from the public sector through a strong financial management system that controls spending and increases revenue;
- Manage day-to-day operations of the Convention Center in a cost efficient, high quality and effective manner;
- Provide superior services to users of the Facilities and patrons and visitors attending events at the facilities, thereby maximizing customer satisfaction as exhibited by an industry-wide positive image of the Facilities and rebookings;
- Achieve the greatest possible profit, consistent with other City objectives, including the primary business goal of the facility which is to generate incremental room nights;
- Actively to solicit, promote, or co-promote bookings in the theaters;
- Consider and implement innovative ways to generate revenue and penetrate new markets, attract new events and promote the Convention Center and the Colony Theaters to maximize usage and financial returns;
- Create a comprehensive strategic plan for the future of the Convention Center, with a special emphasis on marketing of the facilities;
- Assist the City in the negotiation of various contracts and agreements involving facilities, products and services related to the proposed Convention Center;
- Achieve all objectives with the least possible disruption to the City and its citizens;
- Achieve all objectives in a professional manner, consistent with best industry practices and all applicable laws and ordinances;
- Work cooperatively with the Greater Miami Convention & Visitors Bureau (Bureau) in attracting conventions, tradeshow and meetings to the Convention Center and Miami Beach hotels, and to better compete in the domestic and international marketplace.
- Provide input to the City and its consultants regarding the design of any expansion of the convention center which may include multipurpose general assembly banquet hall;
- Respond to the ever-changing needs of the community and users of the facility with recommendations for expansions, renovations and upgrades of services;

- Provide additional management and marketing expertise, if the City elects, for other City owned cultural facilities and attain operational efficiencies.
- Procure all necessary on-site equipment and replacement items of major capital equipment in accordance with the City Code.

### **Contract Requirements**

#### **To Be Provided by the City Of Miami Beach**

- Work in mutual accord with facility manager to ensure the highest quality of services and thereby enhance the use thereof.
- Operating funds based on a budget created by the City and successful proposer and approved by the City Commission.
- Through the Bureau or selected marketing arm, an effective marketing program for events outside of the 24 month current time frame.
- Capital funding for renewal and replacement items for the existing Facilities, which include the Miami Beach Convention Center and Colony Theater.
- All initial facilities in good working order and existing equipment (to be inventoried at time of management agreement).
- Periodic inspections of the facilities and equipment to determine that they are being maintained in a neat and orderly condition.

#### **Management**

The selected proposer shall manage and operate the City facilities in accordance with policies approved by the City Manager or designee. The selected proposer shall be responsible for all day-to-day functions and operations of the City facilities. The selected proposer shall operate the facilities at all times in the public interest and in accordance with the highest professional and ethical standards.

The selected proposer is responsible for recommending to the City all rates fees and charges for services provided throughout the Facilities. The selected proposer shall establish an effective system of communication that encourages linkages and collaborative efforts between the Convention Center and other segments of the hospitality industry, particularly the Miami Beach hotel industry and the Greater Miami Convention and Visitors Bureau (Bureau).

The selected proposer shall establish positive relationships and work together with the Bureau, area associations, hotels and other appropriate agencies to develop and engage in advertising, solicitation and promotional activities as required developing the full potential of the facilities. These marketing activities must take into account the needs of the community. The selected proposer's marketing responsibilities shall consist primarily of those activities performed to attract events within a current 24 month time frame. The selected proposer shall be responsible for performing public relations functions concerning the Facilities and when appropriate, the manager shall seek guidance and or approval by the City prior to releasing information or responding to inquiries.

The selected proposer shall establish proper operating and financial systems of controls for the facilities. The selected proposer shall prepare and submit annual budgets for the Facilities' operation. The selected proposer shall also establish a system of internal

controls to provide reasonable assurance that the Facilities' resources are used in an effective and efficient manner. The manager shall keep full and accurate accounting records relating to its activities at the facilities in accordance with generally accepted accounting principles. The selected proposer's responsibility also encompasses preventive and remedial maintenance, to include minor and emergency repairs. The selected proposer is further responsible for taking all actions necessary to maintain the validity of all warranties and for ensuring that repairs to any part of the facility, its equipment, or FF&E which is under warranty is accomplished under the warranty.

At the conclusion of the term of the negotiated agreement, the selected proposer is responsible for returning the facilities and FF&E to the City in the same condition in which they were provided, except for normal wear and tear and depreciation.

The selected proposer, provided under the resulting Agreement, shall report and provide regular reports to the City Manager or designee. The City shall make periodic inspections of the facilities and equipment to determine that they are being maintained in a neat and orderly condition and meet the minimum standards set forth in Exhibit G. Proposer will be required to make any improvements in cleaning or maintenance methods as required by the City.

Any expenditure for capital improvements made by the selected proposer in any of the facilities must have prior written approval by the City Manager, and Mayor and City Commission.

The selected proposer shall abide by all ordinances and laws pertaining to its operation and shall secure, at its expense, all licenses and permits necessary for the operation of the facilities, with the exception that the City of Miami Beach licenses will be issued without charge.

The selected proposer shall be responsible for, and pay all Federal, County, and State taxes arising as a result of the resultant agreement, including those levied against the City.

### **Operation**

Proposer will be responsible for any and all services needed to successfully operate, manage, maintain and promote the City facilities. The selected proposer shall operate the facilities and provide all services that are required under Lease Contracts between the City of Miami Beach and the event Lessees.

It is the intention of the City that service is of the highest quality attainable. The selected proposer will maintain the standard of operations, quality of service, maintenance and physical appearance of the Facilities as a first-class international convention and exhibition center and theater of the performing arts. All areas are to be kept clean, orderly, attractive, and sanitary at all times and in strict accordance with the applicable laws, ordinances, rules, and regulations and the minimum standards set forth in Exhibit XXXX.

The City shall have the right to reject the character of services and require that undesirable practices be discontinued or remedied. Failure of the selected proposer to take appropriate action after notification from the City will result in the cancellation of the contract upon approval of the City of Miami Beach Commission.

The selected proposer shall constantly endeavor to improve the operation of the facilities with a view toward developing the most efficient and highest quality of service to the lessees, minimizing the cost to the City, increasing the quality of maintenance and security, and maximizing gross receipts.

The selected proposer's employees shall, at all times, observe personal cleanliness. Unshaven, unkempt, or unclean employees shall not be tolerated.

The selected proposer shall thoroughly train and closely supervise all employees so that they are aware of and habitually practice high standards of cleanliness, courtesy, and service.

**Facility Manager:**

The facility shall be operated by the selected proposer personally or by a competent manager capable of and empowered to conduct all normal day-to-day operations of the facilities and be responsive to the desires and directives of the City in the areas of contract enforcement, scheduling, personnel relations, and other matters pertinent to the operation of the facilities. It is expressly understood that the manager of the facility will be located on site.

The facilities manager, or an approved representative, shall accept the decisions of the City representative as binding in matters of contract interpretation, providing that written appeals may be made in writing to the City Manager within thirty (30) days of such decision.

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Discussion of any contractual disagreements shall only be between a principal of the firm, or a designated representative, and the City.

The selected proposer and any persons employed by it shall have never been convicted of any offense involving moral turpitude or a felony. A list of employees with their Social Security numbers is to be submitted to the City Manager after award of the Agreement.

**Uniforms and Identification:**

Selected proposer's employees shall at all times be neatly and cleanly uniformed. Uniforms for employees shall be of a standard style and meet standards prescribed by the City. All employees must wear uniforms devoid of advertising (unless said advertising is approved, in writing, by the City Manager) and with numbered badges worn on the breast pocket at all times. Accurate records must be kept of the names and addresses of those to whom such badges are issued, to assure proper identification of employees at any time, as required by the City or any other agency.

**Maintenance and Repair**

The selected proposer shall be responsible for preventative maintenance and maintenance and repair of all facilities under the management and operation agreement. The physical facilities provided to the selected proposer for the term of this agreement will become the responsibility of the selected proposer and will be returned to the City upon completion of the contract agreement in the same condition in which they were provided, except for normal wear and tear and depreciation.

The interior, exterior, and infrastructure of the physical facilities will be maintained by the selected proposer. This includes repairs, maintenance, and/or renovations with the selected proposer being responsible for informing the City of degraded conditions and assisting the City with minor and emergency repairs.

The selected proposer shall have a neat and orderly operation at all times, and shall be solely responsible for the necessary housekeeping services to properly maintain the premises. No signs or advertising shall be placed on the premises unless first approved, in writing, by the City Manager or an authorized representative. The selected proposer shall make available all areas of the premises under its control for examination at any time by the City Manager or an authorized representative.

No alterations or additions shall be made to the premises, or any part thereof, without first having obtained the written consent of the City Manager or an authorized representative. Authorized alterations or additions shall be made at the selected proposer's expense and shall become the property of the City of Miami Beach at the termination of the contract agreement.

The selected proposer shall not remove any article, piece of equipment or other property furnished to the Center without the express written permission of the City Manager.

The selected proposer shall replace, at its own expense, any equipment provided under the original agreement which has been destroyed or damaged with like equipment.

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### **Corporate Responsibility**

1. Proposers shall provide a "Corporate Responsibility Plan", which describes in sufficient detail how the Proposer plans and expects to integrate into the Miami Beach community, and fit into the community as a "good corporate citizen". In developing its Plan, Proposer's focus should be to establish a balance between developing opportunities with the City; stimulating and rewarding their employees; developing optimum customer satisfaction; working with and supporting our local community; and sustaining the environment where they operate.
2. Items to include in Proposer's "Corporate Responsibility Plan" should address (but not necessarily be limited to) the following:
  - B. Proposer's approach, and policies and procedures, detailing the hiring and promotion of employees, including the following:
    - In addition to the requirement to comply with **both** the City's Living Wage Ordinance **and** Equal Benefits Ordinance (both which are required under this RFP) what **other** benefits, programs, and/or other compensation or incentives does the Proposer offer to its employees?
  - C. In addition to subsection (A) above, describe any other programs that Proposer maintains for the welfare and benefit of its employees.
  - D. Is Proposer a responsible corporate citizen and, to that end, what contribution(s) does Proposer make to the community(ies) in which it

currently does business? Describe how Proposer is “making a difference” for the betterment of the community(ies) where it operates. Items to address may include, but not be limited to:

- Participation in local community organizations.
  - Membership in local civic and charitable organizations including, in particular, any specific programs and/or initiatives that Proposer has either established or (if established) that Proposer actively participates in.
- G. Is Proposer’s firm environmentally conscious? Include any efforts and/or programs and/or initiatives that Proposer has established, either within its firm or in the community(ies) where it operates, which demonstrate Proposer’s involvement in, and commitment to, the betterment of the environment through sustainability (i.e. “green initiatives”).
- H. With regard to the City of Miami Beach, describe in sufficient detail what public benefits, including any specific programs, initiatives, and/or other contributions, which Proposer would plan to “give back” to the Miami Beach community should it be awarded this contract. This should include (but not be limited to) Proposer’s commitment to hire as many qualified Miami Beach residents as possible.
- I. A component of the Corporate Responsibility Plan must propose a minimum amount of funds which will be contributed annually toward the City of Miami Beach Scholarship Fund, offered to needy City resident students pursuing a career in the field of Tourism and Hospitality Management or related field (inclusive of food service management). Said minimum amount of funds will be subject to negotiation with the successful Proposer.

### **Proposal Format/ Minimum Requirements**

Proposals must contain the following documents, each fully completed and signed, as required. If any items are omitted, Proposers must submit the documentation within five (5) calendar days upon request from the City, or the Proposal shall be deemed non-responsive. **NOTWITHSTANDING THE PROCEEDING SENTENCE THE CITY WILL NOT ACCEPT THE PRICE PROPOSAL FORM AFTER DEADLINE FOR RECEIPT OF PROPOSALS.**

**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:**

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

- a) **Contact Information:** Present the proposer's current name, former names (if applicable), business address, telephone number, and primary contact, including the business resumes of all senior officers and partners.
- b) **Organizational Form:** Provide information concerning the form of the proposer's organization (e.g. corporation, partnership, sole proprietorship, or joint venture). If a joint venture, a copy of the joint venture agreement and any other document necessary to its establishment must be submitted.
- c) **Organization Philosophy and Approach:** Provide a description of the proposer's overall philosophy and approach to facility management. Describe any proposed initiatives specific to a proposed management approach for the Facilities, focusing especially on how the proposer plans to accomplish the City's goals and objectives. Address any plans to provide home office and corporate regional support to the resident facility manager for facility events with unusual requirements, as well as any type of recurring support which the proposer will provide to the facility manager.
- d) **Firm/Key Personnel Qualifications.** Summarize the proposer's experience and number of years in managing public assembly facilities such as convention centers, performing arts complexes, and other entertainment venues, including a list of current and former clients. Include references for selected facilities managed by the proposer, including name, address and telephone numbers of key individuals who may be contacted. Also include the listing and size of other Convention Centers and Performing Arts Centers the firm has managed, including the gross square feet of exhibit and meeting space and/or number of seats in each facility. **A minimum of 5 years management experience of similar facilities is required. A firm that has not been in operation for the minimum of five (5) years may submit proposals so long as the key personnel can demonstrate the minimum of five (5) years of upper-level and/or management experience as a general manager of similar facilities.**
- e) **Marketing Plan:** Provide a marketing plan for the Miami Beach Convention Center and Colony Theater. The proposer must submit information which describes its approach to accomplishing its marketing responsibilities. The proposer should describe its marketing and promotional concepts to attract events that will take advantage of Miami Beach's unique position. The proposer should also provide a plan for booking of the Convention Center within the 24-month period which will maximize revenue to the City, and how it intends to generate new business.

Proposer shall submit examples of detailed marketing and sales promotion plans which it has developed and utilized at comparable size facilities

- f) **Experience with Convention & Visitors Bureaus:** Provide a brief description of the firm's experience in working with Convention & Visitors Bureaus, including specifics about programs, goals and results for selected projects which distinguish the proposer's ability to work in conjunction with these organizations.
- g) **Subcontractor Information and Qualifications:** The selected proposer may elect to subcontract some portions of the services to be performed. While certain of these subcontractors may not be identified until after award of the management agreement, wherever the proposer intends to subcontract services, the specific services must be identified in this section of the proposal.
- h) **Professional Resumes for Key Personnel:** The proposer must submit professional resumes for its key personnel proposed to be assigned to the Facilities operations, marketing and financial areas, to include at a minimum the facility manager, the director of operations, the director of marketing, director of sales and the director of finance. (The position titles used herein are for example only and are not intended to define or describe an organizational structure.) The proposal must adequately describe each proposed professional's qualifications and experience.
- i) **Staffing and Organization Plan:** The proposer must submit an organization chart that outlines the proposed staffing plan for the Facilities.
- j) **Management Firm Financial Stability:** The following financial documents must be included in each proposal. Items a. through e. below must be submitted in the form of CPA reviewed/audited financial statements.
  - 1) Balance Sheets for prior three years.
  - 2) Income Statements for the prior three years.
  - 3) Statements of Cash Flows for the prior three years.
  - 4) Statement of changes in Stockholder's equity for the prior three years.
  - 5) Notes to Financial Statements.
  - 6) Corporate/partnership federal income tax return for the last completed fiscal year.
  - 7) Credit report (i.e. Dun & Bradstreet report).
  - 8) Credit history letter(s) from financial institution(s).
  - 9) Quarterly financial statement, most recent
  - 10) List of any significant litigation in the last five years in which the proposer was a defendant. Include a statement about the nature of each lawsuit and its outcome.
  - 11) List of any contracts for the proposer's management of a facility which were terminated or not renewed within the past five years, including in each the reasons for termination or non-renewal and whether the termination or non-renewal was initiated by the proposer of the facility.

- k) **Scope of Services:** Proposers must provide information describing the proposed strategies, policies and procedures to be employed in managing the facilities which, at a minimum, clearly addresses the scope of services presented in this RFP.
- l) **Fee Proposal:** The proposer must state the annual fixed management fee required to operate the facilities, along with a proposed incentive fee. Together, these two fees shall constitute all compensation for performance under the contract.

As discussed below, the incentive fee is designed to reward superior performance in the areas of customer satisfaction, innovative and successful marketing, revenue enhancement, cost containment, and facility maintenance.

The Miami Beach Convention Center is financed with tax exempt bonds. Consequently, the compensation arrangements and terms that the City may agree upon with the proposer in the management agreement are governed by federal tax laws that restrict the private business use of facilities financed with tax-exempt bonds. These provide generally that (i) compensation may be fixed or partly fixed and partly incentive based, (ii) incentive compensation cannot be based on net profits, and (iii) incentive based compensation cannot exceed fifty (50%) of total compensation. Proposers shall ensure that their proposals are in full compliance with IRS procedures and guidelines and federal tax laws governing private business use of facilities financed with tax exempt bonds.

- 1) **Fixed Fee.** Proposers should propose a compensation arrangement which includes an annual fixed management fee. Proposers must indicate whether or not all or any part of the Executive Management (facility manager(s) and directors) salary(ies) is to be derived from the management or incentive fees. Any portion of Executive Management (facility manager(s) and directors) salary(ies) which is not derived from the management or incentive fee must be included in the staffing plan and proposed operating budgets for the facilities.
  - 2) **Incentive Fee:** Proposers must also propose an incentive fee which shall be applicable during the operating period of the agreement.
- m) **Operating Budget:** Proposers should include in their proposals an estimated budget for the facilities' operations. The budgets should contain estimates of revenues and expenses expected to be received or incurred in the operation of the Miami Beach Convention Center and Colony Theater.
  - n) **Operating Plan:** Proposer shall describe the operating policies and procedures to be employed by the operator to manage and operate the facilities. Describe any proposed initiatives which would improve the management and/or reduce the operational cost of the facilities. The

proposer should also describe their approach to financial management systems, employee management and administrative policies and procedures.

o) **Transition Plan:**

Include a plan to demonstrate smooth and timely transition for staff and transparent changeover for meeting planners' comfort. The detail for this plan should be presented in both a narrative form and presented on a time line, and must include the following elements:

- Staff notification;
- Meeting planner notification;
- Training and familiarization of facilities, equipment, services;
- Management on-site full time;
- Initiation of Marketing and Sales Program;
- Vendor notification; and
- Any and all additional take-over procedures your company would implement.

p) **Corporate Responsibility Plan, including Public Benefits (e.g. Scholarship Fund):**

As required in this RFP, Proposers shall provide a "Corporate Responsibility Plan", which describes in sufficient detail how the Proposer plans and expects to integrate into the Miami Beach community, and fit into the community as a "good corporate citizen". The Plan should describe in sufficient detail what public benefits, including any specific programs, initiatives, and/or other contributions which Proposer would plan to "give back" to the Miami Beach community, should it be awarded this contract.

- q) Proposers shall submit any other such supporting documentation as they deem necessary to demonstrate their capability to provide and implement the services as outlined in this RFP.
- r) Acknowledgment of Addenda: (IF REQUIRED BY ADDENDUM) and Proposer Information forms.
- s) Provide Certified Minority Business Certification documentation, Local Preference, and/or Veterans Preference (if applicable) (State of Florida or Miami-Dade County).
- t) Acknowledgment Letter and Disclosure and Disclaimer or Any other documents required by this RFP.

**The City reserves the right, in its sole discretion, to request additional information from Proposers following review of the initial Proposal submissions.**

### **EVALUATION/SELECTION PROCESS**

The procedure for Proposal evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Proposals.
3. Opening of Proposals and determination if they meet the minimum standards of responsiveness.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements of this RFP. Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee shall recommend to the City Manager the Proposal or Proposals acceptance of which the Evaluation Committee deems to be in the best interest of the City.
6. The Evaluation Committee shall base its recommendations on the following factors, for a total of 100 possible points:

**Evaluation Criteria:**

- a) **Experience and Qualifications:** Experience and qualifications of the firm and professional experience in managing similar facilities. **(20 points)**
- b) **Quality of the Management Team.** Experience, performance and national stature of the firm and its higher level management and the resumes outlining the experience, education, and performance record of individuals who would be instrumental in the management and operation of the Convention Center and Colony Theater, and upper-level regional or national management personnel who will have supervisory responsibility over the Facilities. Include references. **(20 points)**
- c) **Approach and methodology.** Plan for the management, operation, and maintenance of the facilities, including a financial plan/budget for each of the facilities. **(15 points)**
- d) **Marketing plan.** Demonstrated record and evidence of in-house booking, promotion and/or co-promotion capabilities and marketing, both national and local, to expand the use of the Convention Center & the Colony Theater. **( 15 points)**
- e) **Fee Proposal:** The management and incentive fee proposal for the management and operation of the facilities. **(20 points)**
- f) **Financial Stability:** Demonstrated financial stability of the firm. **(10 points)**

**LOCAL PREFERENCE:** The Evaluation Committee will assign an additional five (5) points to Proposers, which are, or include as part of their proposal team, a Miami Beach-based vendor as defined in the City's Local Preference Ordinance.

**VETERANS PREFERENCE:** The Evaluation Committee will assign an additional five (5) points to Proposers, which are, or include as part of their proposal team, a small

business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise, as defined in the City's Veterans Preference Ordinance.