

Condensed Title:

Request To Approval To Issue a Request For Proposals For The Management And Operation Of Street Markets On Lincoln Road, Normandy Village, Collins Park And Other Locations.

Key Intended Outcome Supported:

Increase satisfaction with Family Recreational Activities

Supporting Data (Surveys, Environmental Scan, etc.): Recreational activities received excellent or good ratings from 85% of residents interviewed in the 2012 Resident Satisfaction Survey.

Item Summary/Recommendation:

On September 6, 2006, pursuant Resolution No. 2006-26281, the City entered into three (3) separate management and operating agreements with The Market Company, Inc., for the operation of the Green Markets on Lincoln Road, Espanola Way and Normandy Isle. A separate management and operating agreement was provided to Production Sud, Inc. for operation of the Antique and Collectibles Market on Lincoln Road. All agreements commenced on October 1, 2006 and terminated on September 9, 2009. On July 1, 2009, the City approved the sole renewal options in the respective Agreements, extending the terms for an additional three (3) years, which expired on September 30, 2012, with no renewal options remaining. The Espanola Way market has since closed due to lack of interest by the vendors.

On May 17, 2012, the Finance and Citywide Projects Committee ("FCWPC") recommended issuing the RFP with a broader scope, including locations other than where the markets are today. In addition, they recommended extending the Management Agreements with The Market Company and Production Sud, inc., on a month-to-month basis.

On September 12, 2012, pursuant to the recommendation of the FCWPC, the City Commission adopted a resolution extending the management agreements with The Market Company and Production Sud on a month-to-month basis, for a period not to exceed eight (8) months, commencing on October 1, 2012 and ending May 31, 2013, and further authorizing the Administration to initiate a new Request for Proposals (RFP) process.

Staff needed additional time to complete the new RFP process, so on May 8, 2013, the City Commission adopted Resolution No. 2013-28212, extending the management agreements in effect, from June 1, 2013 until such time as a new contract for the street market(s) was executed. The RFP is attached to the package.

Conclusion and Recommendation:

The Markets continue to be a draw on weekends for local area residents and visitors and the possibility of expanding the Street Markets to other Areas, as well as increasing the hours of operation to include weekdays may enhance their impact on the community.

Staff recommends proceeding with the Request for Proposals, based upon the scope attached to the memorandum, which includes the street markets currently in place, as well as the possible expansion of street markets to Collins Park and other locations throughout the City, which may be proposed by a qualified operator.

Advisory Board Recommendation:

Finance & Citywide Projects Committee, May 17, 2012

Financial Information:

Source of Funds:	Amount	Account	Approved
OBPI			
Total			

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Max Sklar, Extension 6116

Sign-Offs: Department

MS	Director AD	Assistant City Manager KGB	City Manager JLM
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T:\AGENDA\2013\05-08-13\Markets Agreement Extension - Sum.doc



COMMISSION MEMORANDUM

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

FROM: Jimmy L. Morales, City Manager

DATE: July 17, 2013

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS FOR THE MANAGEMENT AND OPERATION OF STREET MARKETS ON LINCOLN ROAD, NORMANDY VILLAGE, COLLINS PARK AND OTHER LOCATIONS.**

BACKGROUND

On September 6, 2006, the Mayor and City Commission adopted Resolution No. 2006-26281, awarding, pursuant to RFP 30-05/06, the operation and management of the Green Markets on Lincoln Road, Espanola Way and Normandy Isle to the Market Company and the operation and management for the Antique and Collectibles Market on Lincoln Road to Production Sud, Inc. (collectively "Street Markets").

The permitted uses for each Street Market are as follows:

Lincoln Road Green Market: includes fruits, vegetables, juices, nuts and other related products; plants and cut flowers;

Espanola Way Street Market: included arts and crafts; cut flowers and plants; fruits, juices, nuts, and other related products;

Normandy Village Street Market: includes arts and crafts; fruits, vegetables, cut flowers, orchids and other related green market products; tropical fruit preserves, dressings, dried fruits and nuts, honey and organic produce;

Antiques and Collectibles Market: includes antiques; vintage goods; and collectibles.

The City entered into four separate Management and Operating Agreements governing each of the Street Markets, each commencing on October 1, 2006 and terminating on September 9, 2009, (collectively, "Management Agreements"). The Management Agreements provided for an extension of the respective terms for an additional three (3) years, which was approved by the City on July 1st, 2009. It should be noted that shortly after the renewal options were approved, the Espanola Way Street Market was closed due to lack of interest by the vendors.

The renewal terms were due to expire on September 30, 2012; therefore, staff referred the discussion, regarding the issuance of a new Request for Proposals ("RFP") for the management and operation of the Street Markets, to the Finance and Citywide Projects Committee ("FCWPC"). On May 17, 2012, the FCWPC recommended issuing the RFP with a broader scope, including locations other than where the markets are today. In addition, the FCWPC recommended that the current agreement(s) be allowed to continue on a month-to-month basis, until the process was completed. In addition, staff was directed to review and research the per day charge for electrical service.

On September 12, 2012, pursuant to the recommendation of the FCWPC, the City Commission adopted Resolution No. 2012-27997, extending the Management Agreements in effect, on a month-to-month basis, for a period ending May 31, 2013. The Resolution further authorized the Administration to begin working on a new RFP process to solicit interest in managing and operating street markets on Miami Beach in one or more of the four locations identified above, as well as to explore expanding the scope to include other areas of the City, provided the identified locations

have the support of the respective neighborhood and/or neighborhood association, do not interfere with traffic circulation and parking and don't pose any life-safety and/other code-related problems.

Staff required additional time to complete the RFP process and on May 8, 2013, the City Commission adopted Resolution No. 2013-28212, extending the Management Agreements in effect, from June 1, 2013 until such time as a new contract for the Street Market(s) was executed.

In connection with the preparation of the RFP, Staff held an industry-review meeting on June 17, 2013. Operators and vendors of Street Markets from the tri-county area were notified of the meeting and several attended. Many of their suggestions were incorporated in the scope for the RFP being presented to the City Commission herein, including providing the option of a weekday Street Market, more flexible hours of operation and a preference for locally grown produce in support of the farm to table concept.

ANALYSIS

Since October 1, 2006, The Market Company has been operating its Green (Farmers) Markets on Lincoln Road, Normandy Isle and until August, 2009, on Espanola Way. As noted above, The Market Company's markets are generally engaged in the sale of cut flowers and plants, fruits, vegetables and other edible products, including fresh fruits, dried fruits, vegetables, nuts, preserves, pickled items, jams, jellies, juices, smoothies and other non-alcoholic beverages. The "Green Market" concept was specifically adopted for Lincoln Road so as not to compete with merchants in the area. During the same period, Production Sud, Inc. has operated its Antiques and Collectibles Market on Lincoln Road, engaging in the sale of antiques, vintage goods and collectibles, including but not limited to, jewelry, bric-a-brac, reproductions, memorabilia, art, and creative uses of recycled components. For allowing the Markets to operate in their respective locations, the City receives rent equivalent to the greater of a fixed percentage of concessionaire's gross receipts (PG) or an established minimum guarantee (MG) as follows:

Market:	PG%	MG	- Rent Received -		
			FY 08/09	FY 09/10	FY 10/11
Lincoln Road Green Mkt	15.0%	\$ 8,820	\$ 9,530	\$10,338	\$13,111
Normandy Isle Mkt	15.0%	\$ 3,675	\$ 4,213	\$ 4,262	\$ 4,258
Antiques & Collectibles Mkt	12.5%	\$29,400	\$35,128	\$29,450	\$34,608

In order to cover the costs associated with facilitating Street Markets for the general public, the City will need to charge Concessionaires the following additional fees: \$40.00 per day to contribute toward the costs associated with field monitoring the event, on an as needed basis; \$100.00 per quarter to contribute toward the cost of pressure cleaning the sites of the Street Markets; and \$5.00 per market day for each vendor requiring electrical service.

A summary of the current terms for each of the Markets is included as "Exhibit A" to this report.

Lincoln Road Green Market

The Lincoln Road Green Market is currently held every Sunday on the Lincoln Road Mall from Washington Avenue to Meridian Avenue with an average of 20 vendors; operating between the hours of 9:00 a.m. until 6:30 p.m.

As noted in the table above, the Lincoln Road Green Market has consistently exceeded its annual MG remittal to the City and continues to be a viable event for both the Concessionaire and the City. It should be noted however, that due to the significant increase in the number of sidewalk café permits issued on Lincoln Road since the inception of the Markets, there has been, on occasion, friction between the restaurants and the Markets over the displacement of some of their vendors.

Normandy Village (Isle) Market

The Normandy Market operates every Saturday on Rue Vendome with an average of 13 vendors. The street is closed to traffic during the Market's operation. The Market Company continues to manage and operate this market as it has over the past few years with little change in vendors or emphasis. Although not a high profit return to the City, this market is primarily frequented by the surrounding community.

Antiques & Collectibles Market

The Antiques & Collectibles Market, operated by Production Sud, Inc., is held on Sunday with operating hours of 9:00 a.m. until 6:00 p.m, twice a month from October through May. The Market currently operates on Lincoln Road between Meridian Avenue and Michigan Avenue; Michigan Avenue between South Lincoln Lane and North Lincoln Lane; and the west side of Jefferson Avenue, between South Lincoln Lane and North Lincoln Lane, with an average of 128 vendors (+/-).

It should be noted that due to the renovations and modifications to the 1100 block of Lincoln Road that were completed in November, 2009, the Antiques and Collectibles Market was not permitted to return to the block, resulting in the loss of approximately 30 vendor locations. To compensate for the reduction in space, the Antiques & Collectibles Market was allowed to expand from two rows to three rows of tents on Michigan Avenue. Even so, the Market was reduced from approximately 130 spaces to 110 spaces, resulting in a loss of revenues and requiring staff to explore various options to add the spaces back without conflicting with the Lincoln Road Green Market and without creating circulatory, parking and/or life-safety issues. In August, 2011, Staff was able to secure the west side of Jefferson Avenue between South Lincoln Lane and North Lincoln Lane, which was able to accommodate an additional 18 vendors. This new location has since made up for the concessionaire's loss of the 1100 block.

Collins Park Market

On October 14, 2009, pursuant to a request from the Collins Park Neighborhood Association (CPNA), the City Commission approved a temporary Management and Operating Agreement with the Market Company to operate a farmer's market adjacent to Collins Park on a trial basis for a period of one (1) year, commencing on January 1, 2010 and ending on December 31, 2010. The Market was located on 22nd Street between Collins Avenue and Liberty Avenue, which was not the location of choice for the CPNA or the Concessionaire, who would have preferred a location in the Park itself. It should be noted that an exhaustive amount of time was spent at a staff and Committee level in identifying and agreeing to the approved location for the Market. The Park and the Central Boulevard located on the east side of Collins Avenue were firmly ruled out due to a variety of concerns involving accessibility/ADA issues, maintenance-related impacts, Historic Preservation issues, and parking and circulatory impediments. Staff also looked at Park Avenue and Liberty Avenue as potential locations, but ruled them out on account of their lack of visibility from public areas, which in effect would hide the market instead of activating the Park. The 22nd Street location was deemed the most viable on account of its high degree of visibility adjacent to the Park, the minimum impact to traffic circulation and the minimal loss of parking spaces during market days.

The Collins Park Market started operations on January 3, 2010, and was scheduled to run every Sunday from 9:00 a.m. to 6:00 p.m. However, the construction of Collins Park and surrounding streetscape areas (including 22nd Street), had not been completed and was running behind schedule. Also, abnormally cold and windy conditions prevailed in the area for most of the first two months of operation, discouraging both pedestrian traffic as well as vendors from attending. Furthermore, an inadequate power supply to provide electricity for some of the vendors resulted in frequent electrical outages due to overloading of the circuits. For these reasons, the Market

Company elected to terminate its Agreement with the City on March 31, 2010.

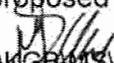
It should be noted however, that despite the Market Company's experience with this location, it is still determined to be the most viable and functional for the Collins Park neighborhood, particularly since it is no longer subject to the mostly construction-related interruptions it was affected by before. Furthermore, on account of the few restaurants in the area, no sidewalk cafes and no local grocery store, a new market in this location could potentially be expanded to allow for a broader spectrum of products to be sold, including, but not limited to, prepared foods, arts and crafts, and the inclusion of live entertainment.

Also, while the electrical supply along this section of 22nd Street is still limited to Christmas tree lighting outlets located atop the light poles along the north sidewalk, staff would recommend allowing the use of quiet (whisper) generators by those vendors needing to operate electrical equipment, such as blenders and toaster ovens. The agreements governing the Green Markets currently preclude the use of generators so as to mitigate any chance of noise disturbances as well as to minimize opportunities for vendors to engage in the production and sale of certain prohibited items such as prepared foods. While this provision may still apply to future market agreements involving Lincoln Road and Normandy Isle, an exception should be considered for Collins Park.

CONCLUSION AND RECOMMENDATION

The original intent of bringing the Markets to Miami Beach was to establish an ancillary activity to attract new business for the merchants in the areas in which they are located, particularly during the summer and off-season months. However, since the number of vendors participating in the Green Markets is significantly reduced during the summer and off-season and the Antiques and Collectibles Market only operates from October through May, the Markets have not been a significant source of new business for area merchants. On the other hand, they continue to be a popular draw on weekends for local area residents and visitors and for which reason staff recommends considering a new Request for Proposals (RFP) process to solicit interest in managing and operating street markets on Miami Beach in one or more of the four locations identified above, as well as other areas throughout the City, provided the locations involved have the support of the respective neighborhood and/or neighborhood association, do not interfere with traffic circulation and parking and don't pose any life-safety and/other code-related problems. It should be noted that staff has also explored the concept of rotating markets throughout the City, but has determined they are not financially viable due to the inconsistency and the increased need for marketing.

Staff recommends the authorization to proceed with the Request for Proposals, based upon the Scope attached, which includes the Street Markets currently in place, as well as the possible expansion of the Street Markets to Collins Park and other locations throughout the City, which may be proposed by a qualified Operator.


JLM/KGB/MS/GNT
Attachments

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REQUEST FOR PROPOSALS (RFP)

RFP 317-2013ME

MANAGEMENT AND OPERATIONS OF THE STREET MARKETS



PROCUREMENT DIVISION, 3RD Floor
1700 Convention Center Drive Miami Beach, FL 33139
305-673-7490



RFP 317-2013ME
MANAGEMENT AND OPERATIONS OF STREET MARKETS

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786-394-4006

PUBLIC NOTICE

Sealed proposals, as detailed herein, will be received until 3:00 PM on, August 20, 2013, at the following address:

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

ANY PROPOSAL RECEIVED AFTER 3:00 PM ON THE PROPOSAL DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING PROPOSALS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE PROPOSER. THE CITY WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE.

The City utilizes **PublicPurchase** for automatic notification of bid opportunities and document fulfillment, including the issuance of any addendum to this RFP. This system allows vendors to register online and receive notification of new bids, addendums and awards. Registration is available through www.publicpurchase.com.

Any prospective proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure receipt of any addendum issued to this RFP. Prospective proposers are solely responsible for assuring they have received any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal submitted.

Proposers are hereby advised that this RFP is subject to the following ordinances/resolutions, which may be found on the City of Miami Beach website: www.miamibeachfl.gov/procurement.

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363.
- CAMPAIGN CONTRIBUTIONS BY VENDORS - ORDINANCE NO. 2003-3389.
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS - ORDINANCE NO. 2005-3494
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS – ORDINANCE NO. 2011-3747.
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES – ORDINANCE NO. 2011-3748.
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.

All questions or requests for clarifications must be received by the procurement contact named above no later than **ten (10) calendar days** prior to the scheduled RFP due date. The City Clerk, rafaelgranado@miamibeachfl.gov, must copied on any question or comment submitted in response to this RFP. All responses to questions/clarifications will be sent to Proposers in the form of a written addendum.

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

Sincerely,

Alex Denis, CPPO
Procurement Director

City of Miami Beach,

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

PROCUREMENT Division

Tel: 305.673.7490 Fax: 786.394.4006

NOTICE OF NO RESPONSE

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

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

- Not responding due to workload issues
- Not responding due to minimum qualifications requirements
- Not responding due to scope of services
- Not responding due to project's size and/or complexity
- OTHER. (Please specify) _____

Note: Failure to respond, either by not submitting a proposal or this completed form, may result in your company being removed from the City's bid list.

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

Signature: _____

Title: _____

Company: _____

Feedback

The City of Miami Beach is interested in continuously improving the process through which it acquires required goods and services. Your feedback is important. Please provide any comments or suggestions which may assist the City in this endeavor, including information on requirements, timelines, and solicitation forms.

SECTION I - OVERVIEW AND PROPOSAL PROCEDURES

A. INTRODUCTION / BACKGROUND

On September 6, 2006, the Mayor and City Commission adopted Resolution No. 2006-26281, awarding, pursuant to RFP 30-05/06, the operation and management of the Green Markets on Lincoln Road, Espanola Way and Normandy Isle to the Market Company and the operation and management for the Antique and Collectibles Market on Lincoln Road to Production Sud, Inc. (collectively "Street Markets").

The permitted uses for each Street Market are as follows:

- Lincoln Road Green Market: includes fruits, vegetables, juices, nuts and other related products; plants and cut flowers;
- Espanola Way Street Market: included arts and crafts; cut flowers and plants; fruits, juices, nuts, and other related products;
- Normandy Village Street Market: includes arts and crafts; fruits, vegetables, cut flowers, orchids and other related green market products; tropical fruit preserves, dressings, dried fruits and nuts, honey and organic produce;
- Antiques and Collectibles Market: includes antiques; vintage goods; and collectibles.

The City entered into four separate Management and Operating Agreements governing each of the Street Markets, each commencing on October 1, 2006 and terminating on September 9, 2009, (collectively, "Management Agreements"). The Management Agreements provided for an extension of the respective terms for an additional three (3) years, which was approved by the City on July 1st, 2009. It should be noted that shortly after the renewal options were approved, the Espanola Way Street Market was closed due to lack of interest by the vendors.

The renewal terms were due to expire on September 30, 2012; therefore, staff referred the discussion, regarding the issuance of a new Request for Proposals ("RFP") for the management and operation of the Street Markets, to the Finance and Citywide Projects Committee ("FCWPC"). On May 17, 2012, the FCWPC recommended issuing the RFP with a broader scope, including locations other than where the markets are today. In addition, the FCWPC recommended that the current agreement(s) be allowed to continue on a month-to-month basis, until the process was completed. In addition, staff was directed to review and research the per day charge for electrical service.

On September 12, 2012, pursuant to the recommendation of the FCWPC, the City Commission adopted Resolution No. 2012-27997, extending the Management Agreements in effect, on a month-to-month basis, for a period ending May 31, 2013. The Resolution further authorized the Administration to begin working on a new RFP process to solicit interest in managing and operating street markets on Miami Beach in one or more of the four locations identified above, as well as to explore expanding the scope to include other areas of the City, provided the identified locations have the support of the respective neighborhood and/or neighborhood association, do not interfere with traffic circulation and parking and don't pose any life-safety and/or other code-related problems.

Staff required additional time to complete the RFP process and on May 8, 2013, the City Commission adopted Resolution No. 2013-28212, extending the Management Agreements in effect, from June 1, 2013 until such time as a new contract for the Street Market(s) was executed.

In connection with the preparation of the RFP, Staff held an industry-review meeting on June 17, 2013. Operators and vendors of Street Markets from the tri-county area were notified of the meeting and several attended. Many of their suggestions were incorporated in the scope for the RFP being presented to the City Commission herein, including providing the option of a weekday Street Market, more flexible hours of operation and a preference for locally grown produce in support of the farm to table concept.

B. RFP TIMETABLE

The tentative schedule for this RFP is as follows:

RFP Issued	July 18, 2013
Pre-Proposal Meeting	July 29, 2013
Deadline for Receipt of Questions	August 10, 2013
Proposals Due	August 20, 2013
Evaluation Committee Review	To Be Determined
Tentative Commission Approval Authorizing Negotiations	October 16, 2013
Contract Negotiations	Following Commission Approval

C. PROPOSAL SUBMISSION DUE DATE

An original and ten (10) copies of complete Proposals, plus one electronic copy (CD or flash drive), must be received **no later than 3:00 p.m. on the dated stated in Section 1(B)**, at the following address:

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

The original and all copies, including the electronic copy, must be submitted to the Procurement Division in a sealed package clearly noted with the Proposer's name, address, and RFP number and title. **No facsimile, electronic, or e-mail Proposals will be considered.**

THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP, ON OR BEFORE THE STATED TIME AND DATE, WILL BE SOLELY AND STRICTLY THAT OF THE PROPOSER. THE CITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR BY ANY OTHER ENTITY OR OCCURRENCE.

ANY PROPOSAL RECEIVED AFTER STATED DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED. PROPOSALS RECEIVED AFTER THE RFP DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.

D. PRE-PROPOSAL SUBMISSION MEETING

A Pre-Proposal Submission Meeting will be held on the date noted in Section 1(B) at **10:00 a.m.** at the following address: **City of Miami Beach City Hall – 4th Floor, Manager's Large Conference Room, 1700 Convention Center Drive, Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is **not** mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 1142644

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in Section E of this RFP expressing their intent to participate via telephone.

E. CONTACT INFORMATION

Contact: Maria Estevez, CPPB, CPPO	Telephone: 305-673-7000, Extension 6558	Email: mestevez@miamibeachfl.gov
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Requests for additional information or requests for clarifications must be made **in writing** to the Procurement Division. Facsimile or e-mail requests are acceptable. Please send all questions and/or requests for clarifications to the contact named above, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov, no later than the date specified in the RFP timetable.

F. RESPONSE TO QUESTIONS & ADDENDUM TO RFP

The Procurement contact will issue replies to inquiries and any other corrections or amendments, as he deems necessary, in written addenda issued prior to the deadline for responding to the RFP. Proposers should not rely on representations, statements, or explanations (whether verbal or written), other than those made in this RFP or in any written addendum to this RFP. **Proposers should verify with the Procurement Division prior to submitting a Proposal that all addenda have been received.**

G. CONE OF SILENCE

Pursuant to the city's Cone Of Silence Ordinance, as codified in section 2-486 of the City Code, proposers are advised that oral communications between the proposer, or their representatives and 1) the Mayor and City Commissioners and their respective staff; or 2) members of the City's Administrative staff (including but not limited to the City Manager and his staff); or 3) Evaluation Committee members, is prohibited.

H. MODIFICATION/WITHDRAWALS OF PROPOSALS

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

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

I. RFP POSTPONEMENT/CANCELLATION/REJECTION

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

J. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

K. EXCEPTIONS TO RFP

Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

L. FLORIDA PUBLIC RECORDS LAW

Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the Proposals, whichever is earlier.

M. NEGOTIATIONS

The City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that by submitting a Proposal, no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to, approved by the City; and executed by the parties.

N. PROTEST PROCEDURE

Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures (Ordinance No. 2002-3344), as codified in Sections 2-370 and 2-371 of the City Code. **Protests not timely made pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

O. OBSERVANCE OF LAWS

Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

P. DEFAULT

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

Q. CONFLICT OF INTEREST

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

R. PROPOSER'S RESPONSIBILITY

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

S. RELATIONSHIP TO THE CITY

It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

T. PUBLIC ENTITY CRIME

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

U. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS

This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their Proposals, in the event of such non-compliance.

V. CONE OF SILENCE

This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Cone of Silence requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their Proposal voidable, in the event of such non-compliance.

W. DEBARMENT ORDINANCE

This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Debarment Ordinance (as adopted pursuant to Ordinance No. 200-3234, and as codified in Sections 2-397 through 2-406 of the City Code).

X. COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS

This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

Y. CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its bid/response or within five (5) days upon receipt of request.

The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

Z. AMERICAN WITH DISABILITIES ACT (ADA)

Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673-7000, Extension 2984.

AA. ACCEPTANCE OF GIFTS, FAVORS, SERVICES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

SECTION II –MINIMUM QUALIFICATIONS REQUIREMENTS

Proposers must meet or exceed the following minimum eligibility requirements to be considered responsive and have its proposal evaluated by the Evaluation Committee:

1. Must have been in business performing the services sought in this RFP for at least two (2) years.

SECTION III – SCOPE OF SERVICES

Since October 1, 2006, The Market Company has been operating its Green (Farmers) Markets on Lincoln Road, Normandy Isle and until August, 2009, on Espanola Way. As noted above, The Market Company's markets are generally engaged in the sale of cut flowers and plants, fruits, vegetables and other edible products, including fresh fruits, dried fruits, vegetables, nuts, preserves, pickled items, jams, jellies, juices, smoothies and other non-alcoholic beverages. The "Green Market" concept was specifically adopted for Lincoln Road so as not to compete with merchants in the area. During the same period, Production Sud, Inc. has operated its Antiques and Collectibles Market on Lincoln Road, engaging in the sale of antiques, vintage goods and collectibles, including but not limited to, jewelry, bric-a-brac, reproductions, memorabilia, art, and creative uses of recycled components. For allowing the Markets to operate in their respective locations, the City receives rent equivalent to the greater of a fixed percentage of concessionaire's gross receipts (PG) or an established minimum guarantee (MG) as follows:

Market:	PG%	MG	- Rent Received -		
			FY 08/09	FY 09/10	FY 10/11
Lincoln Road Green Mkt	15.0%	\$ 8,820	\$ 9,530	\$10,338	\$13,111
Normandy Isle Mkt	15.0%	\$ 3,675	\$ 4,213	\$ 4,262	\$ 4,258
Antiques & Collectibles Mkt	12.5%	\$29,400	\$35,128	\$29,450	\$34,608

In order to cover the costs associated with facilitating Street Markets for the general public, the City will need to charge Concessionaires the following additional fees: \$40.00 per day to contribute toward the costs associated with field monitoring the event, on an as needed basis; \$100.00 per quarter to contribute toward the cost of pressure cleaning the sites of the Street Markets; and \$5.00 per market day for each vendor requiring electrical service.

A summary of the current terms for each of the Markets is included as "Appendix E".

Lincoln Road Green Market

The Lincoln Road Green Market is currently held every Sunday on the Lincoln Road Mall from Washington Avenue to Meridian Avenue with an average of 20 vendors; operating between the hours of 9:00 a.m. until 6:30 p.m.

As noted in the table above, the Lincoln Road Green Market has consistently exceeded its annual MG remittal to the City and continues to be a viable event for both the Concessionaire and the City. It should be noted however, that due to the significant increase in the number of sidewalk café permits issued on Lincoln Road since the inception of the Markets, there has been, on occasion, friction between the restaurants and the Markets over the displacement of some of their vendors.

Normandy Village (Isle) Market

The Normandy Market operates every Saturday on Rue Vendome with an average of 13 vendors. The street is closed to traffic during the Market's operation. The Market Company continues to manage and operate this market as it has over the past few years with little change in vendors or emphasis. Although not a high profit return to the City, this market is primarily frequented by the surrounding community.

Antiques & Collectibles Market

The Antiques & Collectibles Market, operated by Production Sud, Inc., is held on Sunday with operating hours of 9:00 a.m. until 6:00 p.m, twice a month from October through May. The Market currently operates on Lincoln Road between Meridian Avenue and Michigan Avenue; Michigan Avenue between South Lincoln Lane and North Lincoln Lane; and the west side of Jefferson Avenue, between South Lincoln Lane and North Lincoln Lane, with an average of 128 vendors (+/-).

It should be noted that due to the renovations and modifications to the 1100 block of Lincoln Road that were completed in November, 2009, the Antiques and Collectibles Market was not permitted to return to the block, resulting in the loss of approximately 30 vendor locations. To compensate for the reduction in space, the Antiques & Collectibles Market was allowed to expand from two rows to three rows of tents on Michigan Avenue. Even so, the Market was reduced from approximately 130 spaces to 110 spaces, resulting in a loss of revenues and requiring staff to explore various options to add the spaces back without conflicting with the Lincoln Road Green Market and without creating circulatory, parking and/or life-safety issues. In August, 2011, Staff was able to secure the west side of Jefferson Avenue between South Lincoln Lane and North Lincoln Lane, which was able to accommodate an additional 18 vendors. This new location has since made up for the concessionaire's loss of the 1100 block.

Collins Park Market

On October 14, 2009, pursuant to a request from the Collins Park Neighborhood Association (CPNA), the City Commission approved a temporary Management and Operating Agreement with the Market Company to operate a farmer's market adjacent to Collins Park on a trial basis for a period of one (1) year, commencing on January 1, 2010 and ending on December 31, 2010. The Market was located on 22nd Street between Collins Avenue and Liberty Avenue, which was not the location of choice for the CPNA or the Concessionaire, who would have preferred a location in the Park itself. It should be noted that an exhaustive amount of time was spent at a staff and Committee level in

identifying and agreeing to the approved location for the Market. The Park and the Central Boulevard located on the east side of Collins Avenue were firmly ruled out due to a variety of concerns involving accessibility/ADA issues, maintenance-related impacts, Historic Preservation issues, and parking and circulatory impediments. Staff also looked at Park Avenue and Liberty Avenue as potential locations, but ruled them out on account of their lack of visibility from public areas, which in effect would hide the market instead of activating the Park. The 22nd Street location was deemed the most viable on account of its high degree of visibility adjacent to the Park, the minimum impact to traffic circulation and the minimal loss of parking spaces during market days.

The Collins Park Market started operations on January 3, 2010, and was scheduled to run every Sunday from 9:00 a.m. to 6:00 p.m. However, the construction of Collins Park and surrounding streetscape areas (including 22nd Street), had not been completed and was running behind schedule. Also, abnormally cold and windy conditions prevailed in the area for most of the first two months of operation, discouraging both pedestrian traffic as well as vendors from attending. Furthermore, an inadequate power supply to provide electricity for some of the vendors resulted in frequent electrical outages due to overloading of the circuits. For these reasons, the Market Company elected to terminate its Agreement with the City on March 31, 2010.

It should be noted however, that despite the Market Company's experience with this location, it is still determined to be the most viable and functional for the Collins Park neighborhood, particularly since it is no longer subject to the mostly construction-related interruptions it was affected by before. Furthermore, on account of the few restaurants in the area, no sidewalk cafes and no local grocery store, a new market in this location could potentially be expanded to allow for a broader spectrum of products to be sold, including, but not limited to, prepared foods, arts and crafts, and the inclusion of live entertainment.

Also, while the electrical supply along this section of 22nd Street is still limited to Christmas tree lighting outlets located atop the light poles along the north sidewalk, staff would recommend allowing the use of quiet (whisper) generators by those vendors needing to operate electrical equipment, such as blenders and toaster ovens. The agreements governing the Green Markets currently preclude the use of generators so as to mitigate any chance of noise disturbances as well as to minimize opportunities for vendors to engage in the production and sale of certain prohibited items such as prepared foods. While this provision may still apply to future market agreements involving Lincoln Road and Normandy Isle, an exception should be considered for Collins Park.

SCOPE OF SERVICES

LINCOLN ROAD STREET MARKET

Operate and manage an open air street market on Lincoln Road, generally located between Washington Avenue and Meridian Avenue; commonly known and referred to herein as the "Lincoln Road Green Market" (the Market), which shall provide a venue for vendors to sell and/or provide the approved product list set forth in the attached Exhibit "1", which includes products from the following categories:

- a) Plants and cut flowers;
- b) Fruits, vegetables, and other edible products and related food items; and
- c) Locally-grown produce, fruits and vegetables.

Maximum Tent Spaces, 40, subject to change by City, at City's sole discretion.

This shall also generally include the rental of booths, tents, tables, signs or space(s).

Interaction and Coordination with Other Lincoln Road Operations and Events:

Successful proposer will agree and understand that there are other businesses, establishments, operations and events, which are ongoing or may occur from time to time, within or in close proximity to the Concession Area. As such, successful proposer agrees that it will use its best efforts to cooperate and coordinate with said businesses, establishments, operations and events so as to minimize the impact to the respective parties.

During the term of the Agreement, the successful proposer may be required to maintain and pay for one off-duty police officer during hours of operation, if required by law or if the City deems necessary, at the City's sole discretion.

The location for loading in and out of the Concession Area(s) shall be determined by the City in the final agreement.

SCHEDULE OF OPERATION

Successful proposer's operations shall be open on the Concession Area, in accordance with the schedule outlined below, weather or events of force majeure permitting:

Day(s) of Operation:	Sundays only
Operating Hours:	

Set-Up:
 Must not begin earlier than: 7:00 AM and end by 9:00 AM

Market operating hours:
 Daylight Savings Time: 9:00 AM to 7:00 PM
 Eastern Standard Time: 9:00 AM to 6:00 PM

Move-Out:
 Daylight Savings Time: 7:00 PM to 8:00 PM
 Eastern Standard Time: 6:00 PM to 7:00 PM

NORMANDY VILLAGE STREET MARKET

Successful proposer shall operate and manage an open air street market on Rue Vendome, commonly known and referred to herein as the "Normandy Village Street Market" (the Market), which shall provide a venue for vendors to sell and/or provide the approved product list set forth in the attached Exhibit "2", which includes products from the following categories:

- a) Arts and Crafts Merchandise;
- b) Plants and Cut Flowers;
- c) Fruits, vegetables, and other edible products and related food items; and
- d) Locally-grown produce, fruits and vegetables.

Successful proposer may also have Live Entertainment (non-amplified) during the hours of operation.

Maximum Tent Spaces, 28, subject to change by City, at City's sole discretion.

This shall also generally include the rental of booths, tents, tables, signs or space(s).

Any live entertainment that is provided by successful proposer shall be limited to: solo, duo and/or trio performers, unless otherwise approved, in writing, by the City Manager or his designee.

For purposes of this Agreement, the term "performers" shall include individuals who provide live entertainment by means of no amplified music with musical instruments, singing, dancing, theatrical and dramatic interpretation, mimes, etc. Notwithstanding the foregoing, the successful proposer must comply with City and Miami-Dade County Noise Ordinance(s), as well as any other applicable regulation, at all times.

During the term of the Agreement, the successful proposer may be required to maintain and pay for one off-duty police officer during hours of operation, if required by law or if the City deems necessary, at the City's sole discretion.

If public parking meters will be required to be covered during the time the market is operating, the proposer shall be responsible for covering the requisite meters and paying the City for the use of said parking spaces.

The location for loading in and out of the Concession Area(s) shall be determined by the City in the final agreement.

SCHEDULE OF OPERATION

Successful proposer's operations shall be open on the Concession Area, in accordance with the schedule outlined below, weather or events of force majeure permitting.

Day(s) of Operation: Saturdays, Sundays and/or weekdays
 Operating Hours:
 Set-Up:
 Must not begin earlier than: 7:00 AM
 Market operating hours:
 Daylight Savings Time: Shall end no later than 6:00 PM
 Eastern Standard Time: Shall end no later than 5:00 PM

Move-Out:
 Daylight Savings Time: No later than 7:00 PM
 Eastern Standard Time: No later than 6:00 PM

Any change in the days or hours of operation require the prior written consent of the City Manager including, but not limited to, change in the days and hours of operation requested pursuant to the Agreement.

ANTIQUES AND COLLECTIBLES MARKETS

Operate and manage an open air street market on Lincoln Road, generally located between Lenox and Meridian Avenue; as well as on Michigan Avenue between South Lincoln Lane and North Lincoln Lane; and on Jefferson Avenue, between South Lincoln Lane and North Lincoln Lane, commonly known and referred to herein as the "Lincoln Road Antique and Collectibles Market" (the Market), which shall provide a venue for vendors to sell and/or provide the following:

- a) Antiques;
- b) Vintage Goods; and
- c) Collectibles

Maximum Tent Spaces, 120, subject to change by City, at City's sole discretion.

This shall also generally include the rental of booths, tents, tables, signs or space(s).

Interaction and Coordination with Other Lincoln Road Operations and Events:

Successful proposer will agree and understand that there are other businesses, establishments, operations and events, which are ongoing or may occur from time to time, within or in close proximity to the Concession Area. As such, successful proposer agrees that it will use its best efforts to cooperate and coordinate with said businesses, establishments, operations and events so as to minimize the impact to the respective parties.

During the term of the Agreement, the successful proposer may be required to maintain and pay for one off-duty police officer during hours of operation, if required by law or if the City deems necessary, at the City's sole discretion.

If public parking meters will be required to be covered during the time the market is operating, the proposer shall be responsible for covering the requisite meters and paying the City for the use of said parking spaces.

The location for loading in and out of the Concession Area(s) shall be determined by the City in the final agreement.

SCHEDULE OF OPERATION

Successful proposer's operations shall be open on the Concession Area, in accordance with the schedule outlined below, weather or events of force majeure permitting.

Day(s) of Operation:	Sundays only (Minimum two Sundays per month)
Operating Hours:	
Set-Up:	
Must not begin earlier than:	7:00 AM and end by 9:00 AM
Market operating hours:	
Daylight Savings Time:	9:00 AM to 7:00 PM
Eastern Standard Time:	9:00 AM to 6:00 PM
Move-Out:	
Daylight Savings Time:	7:00 PM to 9:00 PM
Eastern Standard Time:	6:00 PM to 8:00 PM

Any change in the days or hours of operation require the prior written consent of the City Manager including, but not limited to, change in the days and hours of operation requested pursuant to the Agreement.

COLLINS PARK MARKET

Successful proposer shall operate and manage an open air street market, commonly known and referred to herein as the "Collins Park Street Market" (the Market), which shall provide a venue for vendors to sell and/or provide the following:

- a) Arts and crafts merchandise;
- b) Plants and cut flowers;
- c) Fruits, vegetables, and other edible products and related food items;
- d) Prepared food items;
- e) Locally-grown produce, fruits and vegetables; and
- f) Live entertainment (non-amplified).

PLEASE NOTE: Final location of the Collins Park Street Market must be mutually agreed upon by City and successful proposer.

This shall also generally include the rental of booths, tents, tables, signs, or space(s).

Any live entertainment that is provided by successful proposer shall be limited to: solo, duo and/or trio performers, unless otherwise approved, in writing, by the City Manager or his designee.

For purposes of this Agreement, the term "performers" shall include individuals who provide live entertainment by means of no amplified music with musical instruments, singing, dancing, theatrical and dramatic interpretation, mimes, etc. Notwithstanding, the foregoing, successful proposer, must comply with City and Miami-Dade County Noise Ordinance(s), and any other applicable regulation, at all times.

During the term of the Agreement, the successful proposer may be required to maintain and pay for one off-duty police officer during hours of operation, if required by law or if the City deems necessary, at the City's sole discretion.

This site requires quiet (whisper) generators for vendors requiring electricity. As a negotiable term, the proposal shall indicate whether the proposer or the City will be providing this service.

If public parking meters will be required to be covered during the time the market is operating, the proposer shall be responsible for covering the requisite meters and paying the City for the use of said parking spaces.

The location for loading in and out of the Concession Area(s) shall be determined by the City in the final agreement.

SCHEDULE OF OPERATION

Successful proposer's operations shall be open on the Concession Area, in accordance with the schedule outlined below, weather or events of force majeure permitting.

Day(s) of Operation:	Saturdays, Sundays and/or weekdays
Operating Hours:	
Set-Up:	
Must not begin earlier than:	7:00 AM
Market operating hours:	
Daylight Savings Time:	No later than 7:00 PM
Eastern Standard Time:	No later than 6:00 PM
Move-Out:	
Daylight Savings Time:	No later than 8:00 PM
Eastern Standard Time:	No later than 7:00 PM

Any change in the days or hours of operation require the prior written consent of the City Manager including, but not limited to, change in the days and hours of operation requested pursuant to the Agreement.

OTHER LOCATIONS

Operate and manage an open air street market in a location or locations to be defined by the proposer, which shall provide a venue for vendors to sell and/or provide the following:

- a) Plants and Cut Flowers;
- b) Fruits, vegetables, and other edible products and related food items;
- c) Prepared food items;
- d) Arts and crafts merchandise;
- e) Locally-grown produce, fruits and vegetables; and
- f) Live entertainment (non-amplified).

This shall also generally include the rental of booths, tents, tables, signs or space(s).

Interaction and Coordination With Other Operations and Events:

Successful proposer will agree and understand that, depending upon the proposed location(s) of the Concession Area(s), there may be other businesses, establishments, operations and events, which are ongoing or may occur from time to time, within or in close proximity to the Concession Area. As such, successful proposer agrees that it will use its best efforts to cooperate and coordinate with said businesses,

establishments, operations and events so as to minimize the impact to the respective parties.

Any live entertainment that is provided by successful proposer shall be limited to: solo, duo and/or trio performers, unless otherwise approved, in writing, by the City Manager or his designee.

For purposes of this Agreement, the term "performers" shall include individuals who provide live entertainment by means of no amplified music with musical instruments, singing, dancing, theatrical and dramatic interpretation, mimes, etc. Notwithstanding, the foregoing, successful proposer, must comply with City and Miami-Dade County Noise Ordinance(s), and any other applicable regulation, at all times.

During the term of the Agreement, the successful proposer may be required to maintain and pay for one off-duty police officer during hours of operation, if required by law or if the City deems necessary, at the City's sole discretion.

If the site requires quiet (whisper) generators for vendors requiring electricity, as a negotiable term, the proposal shall indicate whether the proposer or the City will be providing this service.

If public parking meters will be required to be covered during the time the market is operating, the proposer shall be responsible for covering the requisite meters and paying the City for the use of said parking spaces.

The location for loading in and out of the Concession Area(s) shall be determined by the City in the final agreement.

SCHEDULE OF OPERATION

Successful proposer's operations shall be open on the Concession Area(s), in accordance with the schedule outlined below, weather or events of force majeure permitting.

Day(s) of Operation:	Saturdays, Sundays and/or weekdays
Operating Hours:	
Set-Up:	
Must not begin earlier than:	7:00 AM
Market operating hours:	
Daylight Savings Time:	No later than 7:00 PM
Eastern Standard Time:	No later than 6:00 PM
Move-Out:	
Daylight Savings Time:	No later than 8:00 PM
Eastern Standard Time:	No later than 7:00 PM

Vendor Selection / First Priority to Miami Beach Merchants

Within thirty (30) days from the Commencement Date of the Concession Agreement and for a period of thirty (30) days thereafter, the successful proposer shall offer Miami Beach licensed merchants the opportunity to participate (a booth space in the Market) as vendors, before opening its search to the general public or other networks. The successful proposer will establish this "pool" and will also serve as the clearinghouse for booth availability and vendor applicants. The successful proposer shall commit to use this clearinghouse during the initial availability of booth space before expanding its search to other networks.

The successful proposer, will use best efforts to ensure that all Miami Beach licensed merchants are contacted and that announcements regarding booth availability are disseminated throughout the City of Miami Beach, as quickly as possible so as to take optimum advantage of the thirty (30) day availability period, including but not limited to, advertising in a local newspaper, placing information on the Market or other websites, or other similar efforts.

Rental Fee Schedule

Proposer shall plan to submit a proposed Rental Fee Schedule, outlining the proposed rents to be collected from merchants.

Facilities Design

Proposers shall plan to submit a proposed Facilities Design for their Market set-up, taking into consideration the Site Plan(s) included in the sample Agreements, attached hereto.

Product List

Proposers shall plan to submit a proposed Product List of items to be featured in their Market(s).

Insurance Requirements: Public Liability and Contingent Liability Insurance for bodily injury in the minimum limits of the policy of One Million Dollars (\$1,000,000.00) per person and One Million Dollars each occurrence for bodily injury liability and One Million Dollars

(\$1,000,000.00) limits for each occurrence on property damage liability.

CONCESSION FEES

Security Deposit

Upon execution of an Agreement, successful proposer shall furnish the City with a Security Deposit, as agreed 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 the provisions of the Agreement, the City may retain said Security Deposit, as well as pursue any and all other available legal remedies.

Percentage of Gross (PG)

During the initial term and any renewal term of the Agreement, the successful proposer shall pay the City, on a monthly basis and within thirty (30) calendar days from the end of each month, the negotiated percentage of successful proposer's gross receipts (PG).

Minimum Guarantee (MG)

Notwithstanding the PG payment required, successful proposer shall pay to the City a Minimum Guaranteed Annual Concession Fee (MG).

Additional Fees

Additionally, the successful proposer agrees and understands that a Field Monitor, who will report to and be under the direction of the City, shall be provided, on an as needed basis, to assist and facilitate during set-up times, as well as to monitor the operation of the market ("Monitoring Fee"). The proposer shall be obligated to pay the City a flat fee of \$40.00 per day, to contribute toward this operational expense.

Proposer should also factor in remitting to the City an amount equal to Five dollars (\$5.00) per Market day, plus applicable sales and use tax, for each vendor location that proposes to use electricity.

Proposer shall also be responsible for reimbursing the City for the cost and expense of pressure cleaning the Concession Area, including all abutting sidewalks and public right-of-ways adjacent thereto, in the total amount of \$100.00 per quarter.

SECTION IV – PROPOSAL FORMAT

In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be presented in a three (3) ring binder and should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

TAB 1	Minimum Eligibility Requirements
Submit detailed verifiable information affirmatively documenting compliance with minimum eligibility requirements established in Section II.	

TAB 2	Experience & Qualifications.
<p>Qualifications of Proposing Firm. Describe experience and qualifications of the Proposer in providing the services detailed herein.</p> <p>The desired qualification of the proposing firm are as follows:</p> <ul style="list-style-type: none"> • Experienced operator with proven track record of organizing and managing street markets for a period in excess of two years. • Financial capacity to perform services outlined in the RFP: Latest annual reviewed/audited financial statements with the auditors notes. <p>Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used if awarded, the role that each team member will play in providing the services detailed herein and each team members' 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.</p> <p>Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed. Through the information provided in Appendix A, proposer's financial capacity, litigation history, past performance, as</p>	

well as other factors, may be assessed.

TAB 3 Scope of Services & Methodology

Submit detailed information on how proposer plans to accomplish the required scope of services, including detailed information, as applicable, on proposed solution(s), approach and methodology to project implementation, project timeline and any other factor that may impact the successful completion of the project.

Submit a detailed proposed statement of work, categorized by specific deliverables, which will accomplish the required scope of services in the timeliest manner possible.

TAB 4 Cost Proposal

Submit proposed project costs, categorized with specific revenue and expense line items, as well as proposed fee/revenue share with the City.

SECTION V – EVALUATION / SELECTION PROCESS

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

1. The RFP will be issued
2. A Pre-Proposal Submission Meeting with potential Proposers will be conducted.
3. All timely received Proposals will be opened and listed.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the RFP. If further information is desired, Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. 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:

Total Points	Evaluation Criteria
50	Proposer Experience and Qualifications
15	Reference as to Experience and Qualifications
20	Approach and Methodology
15	Financial Capability and Cost Proposal

LOCAL PREFERENCE: The City, through the Procurement Division, will assign an additional five (5) points to Proposers which are a Miami Beach-based vendor as defined in the City's Local Preference Ordinance.

VETERANS PREFERENCE: The City, through the Procurement Division, will assign an additional five (5) points to Proposers which are 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.

6. The City Manager shall recommend to the City Commission the Proposal or Proposals which he deems to be in the best interest of the City.
7. The City Commission shall consider the City Manager's recommendation and, if appropriate, approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.
8. Negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement. If the City Commission has so directed, the City may proceed to negotiate an Agreement with a proposer other than the top-ranked proposer.
9. The final proposed agreement(s) will be presented to the City Commission for approval.
10. If the agreement(s) are approved by the City Commission, the Mayor and City Clerk shall execute the contract(s), after the Proposer (or Proposers) has (or have) done so.

BY SUBMITTING A PROPOSAL, ALL PROPOSERS SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT NO PROPERTY INTEREST OR LEGAL RIGHT OF ANY KIND SHALL BE CREATED AT ANY POINT DURING THE AFORESAID EVALUATION/SELECTION PROCESS UNTIL AND UNLESS A CONTRACT HAS BEEN AGREED TO AND SIGNED BY BOTH PARTIES.

SECTION VI – SPECIAL TERMS AND CONDITIONS: INSURANCE

Insurance Requirements. The successful Proposer(s) shall obtain, provide and maintain, during the term of the contract, the following types and amounts of insurance, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide: The successful Proposers' failure to procure or maintain required the insurance program shall constitute a material breach of the contract.

Commercial General Liability. A policy including, but not limited to, comprehensive general liability, including bodily injury, personal injury, property damage, in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The City of Miami Beach must be named as certificate holder and additional insured on policy.

- Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
- Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.

Worker's Compensation. A policy of Worker's Compensation and Employers Liability Insurance, in accordance with worker's compensation, laws as required per Florida Statutes.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Proposer or City, and shall name the City of Miami Beach, as an additional insured. No policy can be canceled without thirty (30) days prior written notice to the City. The successful Proposer(s) shall file and maintain certificates of all insurance policies with the City's Risk Management Department showing said policies to be in full force and effect at all times during the course of the contract. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Florida and satisfactory to City. Evidence of such insurance shall be submitted to and approved by City prior to commencement of any work or tenancy under the proposed contract.

If any of the required insurance coverage contain aggregate limits, or apply to other operations or tenancies of Proposer(s) outside the proposed contract, Proposer(s) shall give City prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the City. Proposer(s) shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

APPENDIX A



MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

RFP 317-2013 MANAGEMENT AND OPERATIONS OF STREET MARKETS

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139



MIAMI BEACH

Page 16

RFP 317-2013, Management and Operations of the Street Markets

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Solicitation No: 317-2013	Solicitation Title: Management and Operations for Street Markets	
Procurement Contact: Maria Estevez	Tel: 305-673-7234	Email:mestevez@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain SOLICITATION and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		
No of Years in Business:	No of Years in Business Locally:	No. of Employees:
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:		
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:		
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

2. **Miami Beach Based (Local) Vendor.** Is proposer a Miami Beach based firm?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

3. **Veteran Owned Business.** Is proposer a veteran owned business?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

4. **Financial Capacity.** Proposers shall submit a Dun & Bradstreet Duns Number (D-U-N-S #). The City may request one or more D&B reports to assess proposer's financial capacity or may request other information (e.g., audited and other financial statements) after proposal submittal in order to assess financial capacity. If firm is not currently registered at D&B, contact D & B at 1-800-234-3867 to register your company.

SUBMITTAL REQUIREMENT: Proposer shall submit **Dun & Bradstreet Duns Number (D-U-N-S #):** _____

Note: The City may require other financial information (e.g., audited financial statements, bonding capacity, credit history, etc.), as part of the solicitation submittal requirements or during the evaluation process, as necessary to evaluate financial capacity.

5. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

SUBMITTAL REQUIREMENT: Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past five (5) years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

6. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation. Additionally, Proposer shall provide reference with the Contractor Client Survey provided as an attachment to the solicitation, and request that your reference submit the completed survey to directly to the contracting officer named in the solicitation. **In order to be considered, surveys must be sent to the Procurement Division directly by the reference. The city will not accept client surveys sent to the Procurement Division by the Proposer.** A minimum of three (3) references and client surveys are required.

SUBMITTAL REQUIREMENT: Proposer shall submit a minimum of three (3) references, including the following information: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided. Additionally, each reference shall submit Contractor Client Survey included in the solicitation directly to the City. Proposer may attach additional references and ask that additional references submit client surveys _____ as _____ applicable.

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

7. **Suspension, Debarment or Contract Cancellation.** Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

8. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in ITN. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

9. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its bid/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

10. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

11. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

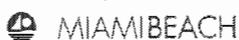
12. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

12. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt	Initial to Confirm Receipt	Initial to Confirm Receipt
Addendum 1	Addendum 6	Addendum 11
Addendum 2	Addendum 7	Addendum 12
Addendum 3	Addendum 8	Addendum 13
Addendum 4	Addendum 9	Addendum 14
Addendum 5	Addendum 10	Addendum 15

If additional confirmation of addendum is required, submit under separate cover.



DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this RFP, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such Proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the RFP, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this RFP, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the RFP, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The RFP and any disputes arising from the RFP shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

PROPOSER CERTIFICATION

I hereby certify that I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this ITN, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the ITN, and any released Addenda and understand that the following are requirements of this SOLICITATION and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
 County of _____)
 _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this ____ day of _____, 20__, personally appeared before me _____ who stated that (s)he is the _____ of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

 Notary Public for the State of _____
 My Commission Expires: _____.



Appendix B Contractor Client Survey

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305-673-7000 ext. 6652, Fax: 786-394-4075

To Whom It May Concern:

The City of Miami Beach (City) has implemented a process that collects past performance information on contractors interested in providing service to the City. Your firm has been named by the contractor named below as a current or past client. It is kindly requested that you complete this form and submit it directly to the City by the due date noted below. Client surveys received directly from the contractor will not be considered. Please evaluate the performance of the company (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). If you don't know, please leave blank.

Contractor:		
RFP No.: 317-2013		RFP Title: Management and Operations of Street Markets
Client Survey Due Date: August 20, 2013	City Contact: Maria Estevez, CPPB, CPPO 305-673-7000, Extension 6558 786-394-4002, Fax mestevez@miamibeachfl.gov	Submittal Information: City of Miami Beach Procurement Division 1700 Convention Center Drive Miami Beach, Florida 33139

Client Name:	Client Contact:
Dates of Service:	Project Value:
Project Description:	

Contractor Performance Evaluation

	Criteria	Unit (1-10)	Score
1	How satisfied were you with qualifications and professionalism of the contractor's personnel, subcontractors and agents in completing the project requirements?	(1-10)	
2	How satisfied were you with the project completion timeline?	(1-10)	
3	How satisfied were you with the services provided by the contractor?	(1-10)	
4	How satisfied were you with the approach and methodology utilized by the contractor in completing the agreed to services, including any innovative approach undertaken to achieve project requirements, within or below costs and within schedule?	(1-10)	
5	Overall, how satisfied were you with the services, approach and costs paid to the contractor?	1-10)	

Additional Comments / Information:

APPENDIX "C"
Lincoln Road Street Market Product List

Products listed as part of this Exhibit are not intended to be outside of the stated definitions of Cut Flowers and Plants and Fruits, Vegetables, Other Edible Products. Edible Products must not include commercially-made products.

Baked Goods
Bonsai
Cheese
Christmas Trees – table top or small sized
Cut Flowers
Fish & Shellfish as produce
Food Products (imported, handmade)
Fruits & Vegetables
Guacamole
Handmade Candies
Herbs & Spices
Honey
Jams & Jellies
Kettle Corn
Nuts
Oils & Marinades
Orchids
Organic Food Products
Plants & Trees
Popcorn
Smoothies, Fruit Juice & Lemonade
Topiaries
Vegan Products
Vegetarian Soy Meat
Water Gardens
Locally-grown produce, fruits and vegetables

APPENDIX “D”

Normandy Village Street Market Product List

Products listed as part of this Exhibit are not intended to be outside of the stated definitions of Arts and Crafts; individually hand-crafted and not commercially mass produced, Cut Flowers and Plants; and Fruits, Vegetables, Other Edible Products. Edible Products must not include commercially-made products.

Baked Goods
Bonsai
Candles
Cheese
Christmas Trees – table top or small sized
Cut Flowers
Ethnic Products (i.e. clothing – not commercially mass produced)
Fish & Shellfish as produce
Fruits & Vegetables
Guacamole
Candies (handmade)
Herbs & Spices
Honey
Food Products (imported, handmade)
Jams & Jellies
Jewelry
Kettle Corn
Nuts
Oils & Marinades
Orchids
Organic Food Products
Original Artwork
Plants & Trees
Popcorn
Potpourri (handmade)
Smoothies, Fruit Juice & Lemonade
Soaps (natural, handmade)
Topiaries
Vegan Products
Vegetarian Soy Meat
Water Gardens
Hand-made candles
Home-Made Dog products, including dog food
Locally-grown produce, fruits and vegetables

APPENDIX “E”
Collins Park and Other Locations
Street Market Product List

Products listed as part of this Exhibit are not intended to be outside of the stated definitions of Arts and Crafts; individually hand-crafted and not commercially mass produced, Cut Flowers and Plants; and Fruits, Vegetables, Other Edible Products. Edible Products must not include commercially-made products.

Baked Goods
Bonsai
Candles
Cheese
Christmas Trees – table top or small sized
Cut Flowers
Ethnic Products (i.e. clothing – not commercially mass produced)
Fish & Shellfish as produce
Fruits & Vegetables
Guacamole
Candies (handmade)
Herbs & Spices
Honey
Food Products (imported, handmade)
Jams & Jellies
Jewelry
Kettle Corn
Nuts
Oils & Marinades
Orchids
Organic Food Products
Original Artwork
Plants & Trees
Popcorn
Potpourri (handmade)
Smoothies, Fruit Juice & Lemonade
Soaps (natural, handmade)
Topiaries
Vegan Products
Vegetarian Soy Meat
Water Gardens
Hand-made candles
Home-Made Dog products, including dog food
Locally-grown produce, fruits and vegetables

APPENDIX "F"

CURRENT MARKET AGREEMENT TERMS

Lincoln Road Green Market

Operator: The Market Company, Inc. – Claire & Don Tomlin (305) 775-2166

Use: Open Air Street Market, Plants and Cut Flowers, Fruits, vegetables, and other edible products and related food items.

Schedule of Operation: Days: Sundays only
Time: Sunday 9:00am to 6:00pm

Location: Lincoln Road, bet Washington Avenue & Meridian Avenue

Commencement Date: October 1st, 2006

Initial Term Ending Date: September 30th, 2009

Renewal Term Ending Date: September 30th, 2012 – Extended on a month-to-month basis

Term:

- Initial Term: Three (3) years
- Renewal Term: Option to renew three (3) additional years. Exercised – Exercised on July 1, 2009.

Security Deposit: \$1,400.00

Rent Amount: MG \$8,820.00 or 15 % percent of gross receipts, whichever is greater.

- Additional Rent: Field Monitor \$19.85 per hour. Reflects renewal term, increase of 5% per contract year; Pressure cleaning on a quarterly basis paid to the City in the amount of \$100 annually; Electricity @ \$4.00 per market day per vendor requiring the use of electricity

Normandy Village (Isle) Street Market

Operator: The Market Company, Inc. – Claire & Don Tomlin (305) 775-2166

Use: Open Air Street Market, Arts and Crafts Merchandise, Plants and Cut Flowers, Fruits, vegetables, and other edible foods, Live Entertainment

Schedule of Operation: Days: Saturdays Only
Time: Saturday 9:00am to 5:00 pm

Location: Normandy Isle, Rue Vendome, south side of fountain

Commencement Date: October 1st, 2006

Rent Commencement Date: October 1st, 2006

Initial Term Ending Date: September 30th, 2009

Renewal Term Ending Date: September 30th, 2012

Term:

- Initial Term: Three (3) years
- Renewal Term: Option to renew three (3) additional years. Exercised – Exercised on July 1, 2009.

Security Deposit: \$1,400.00

Rent Amount: MG \$3,675.00 or 15 % percent of gross receipts, whichever is greater.

- Additional Rent: Field Monitor \$19.85 per hour. Reflects renewal term, increase of 5% per contract year; Pressure cleaning on a quarterly basis paid to the City in the amount of \$100 annually; Electricity @ \$4.00 per market day per vendor requiring the use of electricity.

Antiques and Collectibles Market

Operator: Production Sud, Inc. – Tony Angione & Lou Bondi (305) 336-1049

Use: Open Air Street Market - Antiques, Vintage Goods, and/or Collectibles

Schedule of Operation: Days: Sundays only (twice monthly, October – May)
Time: Sunday 9:00am to 6:00pm

Location: Lincoln Road, bet Jefferson Avenue & Michigan Avenue

Commencement Date: October 1st, 2006

Initial Term Ending Date: September 30, 2009

Renewal Term Ending Date: September 30, 2012 — Extended on a month-to-month basis

Term:

- Initial Term: Three (3) years
- Renewal Term: Option to renew three (3) additional years. Exercised – Exercised on July 1, 2009.

Security Deposit: \$2,500.00

Rent Amount: MG \$29,400 or 12.5 % gross receipts whichever is greater

- Additional Rent: Field Monitor \$19.85 Dollars per hour. Reflects renewal term increase of 5% per contract year; Pressure cleaning on a quarterly basis paid to the City in the amount of \$100 annually; Electricity @ \$4.00 per market day per vendor requiring the use of electricity.

Lincoln Road

Field Monitor required for a minimum of two (2) hours daily on Sunday mornings in order to assist and facilitate during set-up times.

Antiques & Collectibles

Field Monitor required for a minimum of two (2) hours daily on Sunday mornings in order to assist and facilitate during set-up times.

Normandy Isle

Field Monitor required for a minimum of two (2) hours daily on Saturday mornings in order to assist and facilitate during set-up times

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