



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

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee
FROM: Jimmy L. Morales, City Manager
DATE: April 8, 2015

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for April 8, 2015, at 3:00 P.M. in the Commission Chambers.

The agenda is as follows:

OLD BUSINESS

1. **Discussion Regarding The Greater Miami Convention and Visitors Bureau Interlocal Agreement** (*March 5, 2014 Commission Item C4F*)(188)

Max Sklar – Tourism, Cultural and Economic Development Director

2. **Discussion Regarding A Resolution Approving The Purchase Of Flood Insurance, All-Risk Property Insurance, Including Windstorm, Boiler & Machinery Insurance For City Buildings And Contents (Including New Construction); And Fine Arts Insurance (Bass Museum), As Proposed By Arthur J. Gallagher Risk Management Services, Inc., The City's Broker Of Record** (*May 28, 2014 Commission Item R7E*)(188)

Sylvia Crespo-Tabak – Human Resources Director

3. **Discussion Regarding Approval To Authorize The Issuance Of A Request For Proposals (RFP) For Security Guard Services** (*February 11, 2015 Commission Item R2A*)(265)

Alex Denis – Procurement Director

4. **Discussion Regarding The Miami Beach Convention Center Booking Policy** (*November 19, 2014 Commission Item R9G*)(240)

Max Sklar – Tourism, Cultural and Economic Development Director

5. **Discussion Regarding Entering Into An Employment Agreement With The City Clerk** (*December 17, 2014 Commission Item C4C*)(245)

Rafael Granada – City Clerk

6. **Discussion Regarding Exploring Issues brought up in an Internal Audit of the Miami Beach Police Athletic League (PAL)** *(July 23, 2014 Commission Item C4O)(210)*

James Sutter – Internal Auditor

7. **Discussion Regarding The Concession Agreement For The Management And Operation Of A Food And Beverage Concession, Currently Operated By Blissberry, LLC., Located In A Portion Of The South Pointe Park Pavilion Building** *(February 11, 2015 Commission Item C4A)(261)*

Max Sklar – Tourism, Cultural and Economic Development Director

NEW BUSINESS

ITEMS REFERRED AT February 25, 2015 COMMISSION MEETING

8. **Discussion Regarding The Audit Committee Recommendations Regarding Fee in Lieu Of Parking** *(February 25, 2015 Commission Item C4E)(267)*

James Sutter – Internal Auditor

Carmen Sanchez – Deputy Director Planning Department

ITEMS REFERRED AT March 11, 2015 COMMISSION MEETING

9. **Discussion Regarding The City's Agreement With Xerox State And Local Solutions For The Red Light Enforcement Program** *(March 11, 2015 Commission Item C4C)(268)*

Daniel Oates – Police Chief

10. **Discussion Regarding The Issuance Of A Solicitation For The Placement Of ATM Machines On City Owned Property (i.e. City Owned Parking Garages, etc.)** *(March 11, 2015 Commission Item C4J)(269)*

Max Sklar - Tourism, Cultural and Economic Development Director

11. **Discussion Regarding Valet Parking** *(March 11, 2015 Commission Item R9S)(270)*

Saul Frances - Parking Director

ITEMS REFERRED AT March 18, 2015 COMMISSION MEETING

12. **Discussion Regarding A Resolution Urging The State Legislature And Miami-Dade County School Board (School Board) To Reduce Class Sizes In Miami Beach Feeder Pattern Schools To Conform To**

Article IX, Section (1)(a) Of The Florida Constitution; And Lobby The State Legislature To Expand The List Of "Core Curriculum" Courses Rather Than Continue To Eliminate Core Curriculum Courses, Like Advanced Placement Classes, From The Class Size Amendment Requirements Of The Florida Constitution By Calling Such Courses "Extracurricular"; And Call Upon The School Board To Voluntarily Subject Itself To The Class Size Requirements For All Classes, Whether They Are Considered Core Curriculum Or Extracurricular
(March 18, 2015 Commission Item R7C)(271)

Michael Grieco – Commissioner

Finance and Citywide Projects Committee Meetings for 2015:

May 11, 2015

June 3, 2015

July 1, 2015

August 12, 2015

September 4, 2015

October 5, 2015

November 4, 2015

December 7, 2015

PENDING ITEMS: REFER TO ATTACHMENT 1

PDW/rs/kd

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Cc. Mayor and Members of the City Commission
Management Team

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Discussion Item

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Under Separate Cover

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and City-Wide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: April 8, 2015

SUBJECT: **DISCUSSION ON THE ISSUANCE OF RFP 2015-013-WG FOR SECURITY OFFICER SERVICES**

BACKGROUND

At its February 11, 2015, the City Commission referred a discussion on RFP 2015-013-WG, for Security Officer Services, to the Finance and City-Wide Projects Committee (the "Committee").

At its March 2, 2015, meeting, the Committee considered the RFP, as well as recommended revisions to the RFP provided by Mr. David Custin (see Exhibit A), a lobbyist of G4S Secure Solutions (USA), one (1) of the potential bidders to the RFP.

The Committee directed staff reconvene the working group responsible for the development of the RFP specifications to complete an analysis of the recommended revisions to the RFP provided by Mr. Custin; and, provide the Committee with feedback on which recommendations were acceptable to the working group and which were not. On March 10, 2015, the working group reconvened to complete the analysis directed by the Committee. Representatives from the following department were present: Police, Emergency Management, Parking, Parks and Procurement. The following is said analysis and feedback:

Recommendation 1 – Central Dispatch Geographical Location Requirement. The RFP currently requires dispatch centers to be located in Miami-Dade County. The City should consider expanding the geographic requirement for the location of the dispatch center.

Staff agrees with this recommendation. The geographic requirement for the dispatch center has been eliminated. See page 32 of RFP for revised language.

Recommendation 2 – Special Events.

Recommendation 2a – Definition of “special events.” The RFP currently makes reference to special events, but does not provide a clear definition or prior usage of security officers for these events. The City should consider providing a clearer definition of “special event.”

Staff agrees with this recommendation. See page 26 of RFP for revised language.

Recommendation 2b – The RFP currently requires bidders to provide hourly rates for Security Officers, Levels I – III, but does not allow special event pricing to be different than any other assignment. The recommendation is to require bidders to submit pricing for “special events,” but not to calculate special event pricing in bidders overall total.

Staff does not agree with this recommendation. First, outside of routine events (e.g., Fourth of July, Memorial Day, New Year’s Eve), a special event could be any unplanned need for security officers and, as such, the length of time that an officer is required cannot be predicted. Second, the vast majority of the City’s special events are routine events that occur every year. There is no reason to believe the contractors would be challenged in providing the required number of officers given the long planning timelines for these events.

Given this, trying to manage a contract with differing rates for the same level of officer is challenging and could lead to overpayments. Additionally, asking bidders to submit costs for services that the City knows it will need, but which the City will not consider its fiscal impact, opens the door to excessive charges since the bidder knows those costs will not affect its bid price.

Nonetheless, staff believes it is fair to allow bidders to submit alternate pricing for special or emergency events to allow for bidders to respond expeditiously (within three (3) hours) for those emergency or unplanned events as defined in the RFP. See page 26 of RFP for revised language and the revised Cost Proposal Form.

Recommendation 3 – Revise Experience Requirements.

Recommendation 3a – The RFP currently requires Level I guards to be certified by the State of Florida and have a minimum of one (1) year experience. The recommendation is that, in lieu of the one (1) year experience, Level I guards be allowed to have other “*verifiable experience in the security field.*”

Staff does not agree with this recommendation. Other “verifiable experience” is too subjective. However, staff believes that Level I guards do not require a minimum of one (1) year experience. See Page 28 of RFP for revised language.

Recommendation 3b – The RFP currently requires Level II guards to be certified by the State of Florida, Class D license, and have a minimum of two (2) years of experience as a certified officer, or prior military or law enforcement experience. The recommendation is that “corrections officer or an Associates or higher degree in Criminal Justice” be allowed in lieu of security officer or military experience.

Staff does not agree with this recommendation. While staff would already consider corrections experience as acceptable “law enforcement” experience, one cannot assume that an educational background in criminal justice can substitute for practical security officer experience. However, staff believes it is appropriate to amend experience requirements for Level II Officers as revised on page 28 of RFP for revised language.

Recommendation 3c – The RFP currently requires Level II guards to be certified by the State of Florida, both Class D and Class G licenses, and have a minimum of two (2) years of experience as a certified officer, or prior military or law enforcement experience. The recommendation is that “an Associates or higher degree in Criminal Justice or police certification graduate” be allowed in lieu of security officer or military experience.

Staff does not agree with this recommendation. While staff would already consider corrections experience as acceptable “law enforcement” experience, one cannot assume that an educational background in criminal justice can substitute for practical security officer experience. However, staff believes it is appropriate to amend experience requirements for Level III Officers as revised on page 28 of RFP for revised language.

Recommendation [4] – The RFP required that Contractor shall provide a guard tour system (Deggy or near field communications (NFC) tags) at contracted posts to ensure security officers are making required rounds at assigned frequencies and times. The recommendation is that the requirement be changed to a “guard tour system (which may include, but not be solely limited to, the Deggy or near field communications (NFC) tags) at contracted posts to ensure security officers are making required rounds at assigned frequencies and times. Preference will be given to Bidders who utilize web-based security officer reporting software with real time reporting.”

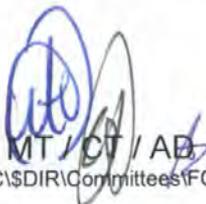
Staff agrees with this recommendation. The RFP has been amended to include the additional functionality. See page 25 of RFP for revised language.

In addition to the above-referenced revisions, staff has inserted the following revisions to the RFP:

- A. As requested by the Committee, increased points for proposer experience to 35 points; decreased cost proposal points to 25 points (page 12).
- B. Clarified the minimum experience requirements (page 24).

CONCLUSION

In accordance with the direction provided by the Committee on March 10, 2015, the working group has completed certain revisions to RFP 2015-013-WG, for Security Officer Services. The RFP is attached for the Committee's consideration. The Administration recommends that the Committee approve the RFP to be considered by the City Commission for issuance.



JLM / MT / CT / AB

REQUEST FOR PROPOSALS (RFP)

SECURITY OFFICER SERVICES

2015-013-WG

RFP ISSUANCE DATE: APRIL 15, 2015

PROPOSALS DUE: MAY 15, 2015 @ 3:00 PM

ISSUED BY: WILLIAM GARVISO, CPPB



MIAMIBEACH

WILLIAM GARVISO, PROCUREMENT COORDINATOR

PROCUREMENT DEPARTMENT

1700 Convention Center Drive, 3rd Floor, Miami Beach, FL 33139

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SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE. The City of Miami Beach is soliciting responses from proposers for Security Officer Services in an effort to improve public safety, address quality of life issues and decrease crime by assisting law enforcement through deterrence and reporting of suspected criminal activity.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	April 15, 2015
Pre-Proposal Meeting	April 23, 2015 at 10 a.m.
Deadline for Receipt of Questions	May 6, 2015
Responses Due	May 15, 2015 @ 3:00PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
William Garviso	305.673.7000 x6650	williamgarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via email at: RafaelGranado@miamibeachfl.gov ; or facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or

site visit(s) may be scheduled.

A Pre-Proposal conference will be held as scheduled in Solicitation Timeline above at the following address:

**City of Miami Beach
 City Hall - 4th Floor
 City 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: 5804578

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

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

7. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientId=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the exception of communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at RafaelGranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

12. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section V, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) he/she deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may 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. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement.

The City may award up to three vendors (primary, secondary, tertiary), as available, by line item, by group or in its entirety. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

13. ACCEPTANCE OR REJECTION OF PROPOSALS. The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposals opening date. A Proposer may not withdraw its proposals unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of proposals opening.

14. 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.

15. 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.

16. 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.

17. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

18. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

19. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

20. PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

22. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

23. ANTI-DISCRIMINATION. The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

24. DEMONSTRATION OF COMPETENCY.

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City.

25. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

26. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

27. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

28. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

29. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

30. INDEMNIFICATION. The contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims,

demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

31. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 calendar days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 calendar days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

32. 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) calendar days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

33. 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.

34. 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).

35. 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 to improperly influence him/her in the discharge of his official duties.

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SECTION 0300**PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected. Proposals are to be delivered to City of Miami Beach Procurement Department, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. 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 submittals should be tabbed as enumerated below and contains a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1 Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2 Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project 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.

2.3 Financial Capacity. Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and

as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3 **Scope of Services Proposed**

Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a full review and score the proposed scope of services.

TAB 4 **Approach and Methodology**

Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: use of innovative technology, training received by security officers above basic licensing requirements, communication protocols, proactive approach to dealing with quality of life issues affecting Miami Beach, crime prevention and retaining sufficient personnel to meet the City's needs.

TAB 5 **Cost Proposal**

Submit a completed Cost Proposal Form (Appendix E).

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400
PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may:

- review and score all proposals received, with or without conducting interview sessions; or
- review all proposals received and short-list one or more Proposers to be further considered during subsequent interview session(s) (using the same criteria).

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	30-35
Scope of Services Proposed	20
Approach and Methodology	20
TOTAL AVAILABLE STEP 1 POINTS	75

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	Maximum Points
Cost Proposal	30-25
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	30

4. Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	25	$\$100 / \$100 \times 25 = 25$	25
Vendor B	\$150.00	25	$\$100 / \$150 \times 25 = 16$	16
Vendor C	\$200.00	25	$\$100 / \$200 \times 25 = 13$	13

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	25	16	13
	Total	107	92	93
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	25	16	13
	Total	104	101	85
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	25	16	13
	Total	105	90	79
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A



MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

2015-013-WG
SECURITY OFFICER SERVICES

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Solicitation No: 2015-013-WG	Solicitation Title: SECURITY OFFICER SERVICES	
Procurement Contact: William Garviso	Tel: 305.673.7000 x 6650	Email: williamgarviso@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.**

General Proposer Information.

FIRM NAME:		
No of Years in Business:	No of Years in Business Locally:	No. of Employees:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
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.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
 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.

2. **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.

SUBMITTAL REQUIREMENT: Proposers must disclose 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. Proposers must also 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

3. **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.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **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 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

5. **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).

6. **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, including a prohibition against any vendor giving a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of mayor or commissioner. 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. A fine of up to \$500.00 shall be imposed on every person who violates this section. Each act of giving or depositing a contribution in violation of this section shall constitute a separate violation.

"Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (to which the definition of vendor as defined above may apply), including your sub-consultants), who 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.

7. **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 proposal/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/.

8. **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:

The City Commission approved Ordinance 2014-3897 on September 30, 2014 increasing the living wage rate to \$13.31/hourly without health benefits or \$11.62/hourly with health benefits with an effective date of January 1, 2015.

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 proposal, 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.

9. **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 proposals, 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.

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/.

10. **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 proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, 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 proposals, 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.

11. **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 addenda may result in proposal disqualification.

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

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 solicitation, 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 solicitation, 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 solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation 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 proposal 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 solicitation, 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 solicitation, 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 solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

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 solicitation, 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 solicitation, 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 _____)
)
 County of _____)
 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 _____

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

APPENDIX B



MIAMI BEACH

“No Bid” Form

2015-013-WG SECURITY OFFICER SERVICES

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

- Workload does not allow us to proposal
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER (Please specify)

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

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: William Garviso
RFP PROPOSAL #2015-013-WG
1700 Convention Center Drive
MIAMI BEACH, FL 33139

APPENDIX C



MIAMI BEACH

Minimum Requirements & Specifications

2015-013-WG
SECURITY OFFICER SERVICES

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

The City of Miami Beach is seeking proposals from qualified firms for Security Officer Services in a manner that ensures the highest level of security for a diverse number of posts, while performing a variety of functions and duties. All work shall be in accordance with Section 493, Florida Statutes.

The objective is to accomplish the following:

- Create a visible presence of security personnel within the City of Miami Beach to improve the perception of public safety.
- Provide assistance and information to citizens and visitors.
- Provide assistance to law enforcement through deterrence, observance and reporting of suspected criminal activity.
- Address issues associated with the homeless and others whose behavior conflicts with acceptable community norms.
- Safeguard the citizens, visitors, employees and property of the City of Miami Beach.
- Expand and contract to meet the staffing needs of the City and demonstrate where they have done so previously.

The City of Miami Beach is very interested in innovative approaches, incorporating industry best practices, which exceed the requirements listed below.

C1. Minimum Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

- a. Proposer shall be licensed in accordance with Chapter 493, Florida Statutes to perform Security Services.
SUBMITTAL REQUIREMENT: Submit a copy of Proposer's Class "B," "AA," or "AB," as applicable, for the location identified in Proposal.
- b. Proposer shall have provided ~~continuous~~ similarly scoped security guard services for a minimum of ~~five-two (52)~~ continuous years for at least three (3) ~~other~~ public sector entities ~~with similar scope, within the last five (5) years.~~ Provide at least five (5) references for which like services have been performed within the past five (5) years.
SUBMITTAL REQUIREMENT: For each of the three (3) public sector clients, provide the following: Name of Agency; Agency Contract Representative and Contact Information; Beginning and Ending Dates of Service.
- c. Proposer shall have a Dun and Bradstreet (D&B) Supplier Evaluation Risk (SER) score rating of not higher than 6.
SUBMITTAL REQUIREMENT: As required in Tab 2.3, Section 0300, Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein, which indicates Proposer's SER.

C2. Statement of Work Requirements.

The Successful Contractor Shall Provide:

- a. A minimum of three (3) roving Level V Security Officers equipped with an automobile on duty within the City limits of Miami Beach at all times. The Level V Security Officers must be able to respond to any site within 15 minutes. A list must be submitted in writing, identifying the name(s) of each roving

shift Level V Security Officers, and all security personnel under their supervision, to the Contract Administrator or their designee.

- b. Written activity and incident reports, maintenance requests, visitor logs, etc. as dictated by the post assignment. ~~Preference will be given to~~ Bidders who utilize web-based security officer reporting software should submit system details under approach and methodology for consideration.
- c. A guard Tour System (which may include (but not be limited to) Deggy or near field communications (NFC) tags) at contracted posts to ensure security officers are making required rounds at assigned frequencies and times. ~~Preference will be given to Bidders who utilize web-based security officer reporting software.~~ Bidders who utilize web-based security officer reporting software should submit system details under approach and methodology for consideration.
- d. A weekly report, downloaded from Deggy's, ~~or NFC tags installed at each post or other approved reporting system;~~ to the Contract Administrator or its designee. ~~Preference will be given to Bidders who utilize web-based guard tour tracking software.~~ Bidders who utilize web-based security officer reporting software should submit system details under approach and methodology for consideration.
- e. The location of the Deggy's, ~~or NFC tags~~ or other approved reporting system to the Contract Administrator or their designee for approval.
- f. A Project Manager who will be required to meet with City representatives upon request.
- g. All uniforms, radios, firearms, rain gear, traffic vests, tools and equipment necessary to perform the required security services in accordance with the bid documents.
- h. Uninterrupted services under all conditions, to include, but not limited to the threat or the actually of a strike, adverse weather conditions, a disaster, or emergency situations, at the agreed upon hourly contractual rate.
- i. Rules and Regulations Manual for Security Officers.
- j. Project Manager to work with the Contractor Administrator or their designee to review and/or develop Post Orders for all locations where Security Officers will be utilized with the City of Miami Beach.
- k. A written, quarterly report of security incidents to the Contract Administrator or its designee.

In addition, the Successful Contractor will be responsible for advertising and recruiting qualified security officers, training the security officers, preparing paychecks, payroll taxes, Social Security and withholding taxes, preparing W-2's, unemployment and workmen's compensation claims and liability insurance. The obligation of the City of Miami Beach will be solely to compensate the Successful Contractor for the number of hours provided monthly in accordance with the contract price schedule. The Successful Contractor will provide a Schedule of Values/Payment Schedule to the City's Contract Administrator for review and approval, prior to the commencement of work.

Any costs incurred in order to perform the Services required by the City of Miami Beach, is a business expense the Successful Contractor must assume.

C3. Specifications-Locations.

Location of Required Services

It is the intent of the City to award the provision of Security Officers for selected facilities as well as for other facilities as may be required by the City during the term of the contract. Security officers are needed for a diverse number of posts within the City of Miami Beach to perform a variety of functions and duties. Posts include, but are not limited to, Lincoln Road Mall, City Hall campus, parking lots and garages, the beach and board walks, the Bass Museum, and the Normandy Shores Gatehouse. ~~In addition, security officers are sometimes needed to assist with special events.~~

The amount of service hours, officer levels, required service type and duties shall be determined solely by the City in its best interests. The City reserves the right to add or delete sites that need to be covered by security guard services.

C4. Special or Emergency Events.

At the City's discretion additional security officers may be requested for special or emergency events. A "special or emergency event" is generally defined by the City as a temporary use on public or private property that would not be permitted generally or without restriction throughout a particular zoning district, and may include any City declared emergency and other unplanned events. "Special or Emergency Events" do not include planned City events, such as Holidays, New Year's Eve, Memorial Day Weekend, Independence Day Weekend, Labor Day Weekend, etc. For planned events, the Contractor shall provide the required personnel at the "Routine Rate" contract price. For Special or Emergency Events, the contractor shall provide personnel at the "Special or Emergency Rate." Any Contractor personnel deployed under Special or Emergency Event circumstances, shall be converted to Routine Rates after three (3) calendar days or as agreed to by the City's contract representative.

Notwithstanding the above, the City approve, upon approval of the City manager, negotiate with the Contractor for additional services or rates as dictated by the situation.

C5. Response Time.

For routine requirements, Security Officers are generally required on the next calendar day. For special or emergency events, the Contractor shall have a qualified officer present and ready for duty within three (3) hours of request. The City's contract representative and the Contractor may consider and agree upon alternative response times.

C6. Approval and Removal of Personnel.

The City shall approve all ~~prospective Proposer~~ Contractor personnel prior to their assignment to the City. The City reserves the right to interview any prospective Contractor employee ~~of the selected proposer~~ prior to the person being assigned to City assignment. The City additionally reserves the right to relieve any Contractor employee from a duty assignment, and/or bar the employee from further service under this solicitation.

Personnel Requirements and Services

All personnel employed by the selected proposer(s) to perform duties as a result of this solicitation shall be approved prior to performing said duties. Contractor personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by all Federal and Florida State Statutes. This includes a company-issued photo I.D. Card. All are to be conspicuously displayed at

all times while on duty. The selected proposer shall provide in all instances radio equipped, uniformed Security Officers, and armed if requested, to provide security service at the designated locations.

Adherence to Law

The selected proposer(s) shall adhere to all Federal, State, and Local Laws that apply to the provision of Security Officer Services, as a result of this solicitation, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax Laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Workers Compensation Federal Wage and Hour Regulations, Living Wage Ordinance and other applicable laws and regulations.

Background Checks

Prior to assigning personnel to the City, the Contractor, at no cost to the City, shall perform background checks on its personnel which comply with, at a minimum, Section 1012.465, Florida Statutes. By virtue of submitting a proposal to this RFP, the Contractor fully indemnifies and holds the City harmless for any and all actions and damages resulting from its failure to comply with this requirement. Any findings shall be reported to the City, through its Human Resources Director, who shall have the ultimate discretion to allow or not any Contractor personnel on City property. Additionally, the City may require, at any time (including annual contract anniversary, change in assignment or any other instance for which an additional background check is deemed necessary by the City through its Human Resources Director), that any Contractor personnel submit to additional background screenings as deemed necessary by the City. The Contractor shall reimburse the City for the cost of said background check, plus an administrative fee of 10%).

The City shall have the right to refuse to allow any Contractor personnel to work on City property when it deems that their presence on City property is not in the City's best interest.

Drug Testing

Prior to assigning personnel to the City, the Contractor, at no cost to the City, shall perform and proposed personnel shall pass a drug test following the protocols outlined in 49 CFR, Part 40. The following panel of ten drugs shall be tested for at the Successful Contractor's expense. Bidder shall bear all cost associated with the initial drug tests. Any findings shall be reported to the City, through its Human Resources Director, who shall have the ultimate discretion to allow or not any Contractor personnel on City property.

The City's current 10-panel drug test and cut-off levels are as follows:

<u>Drug</u>	<u>Initial Test Level</u>	<u>GC/MS Confirm Test Level</u>
<u>Amphetamines</u>	<u>1000 ng/ml</u>	<u>500 ng/ml</u>
<u>Barbiturates</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Benzodiazepines</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Cocaine metabolites</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Marijuana metabolites</u>	<u>50 ng/ml</u>	<u>15 ng/ml</u>
<u>Methadone</u>	<u>300 ng/ml</u>	<u>300 ng/ml</u>
<u>Methaqualone</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Opiates</u>	<u>2000 ng/ml</u>	<u>2000 ng/ml</u>
<u>Phencyclidine</u>	<u>25 ng/ml</u>	<u>25 ng/ml</u>
<u>Propoxyphene</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>

In the case of an alcohol test, a result of 0.04 or greater constitutes a positive result. A confirmation breathalyzer test shall be administered following the initial test in accordance with the procedures in Title 49 Code of Federal Regulations, Part 40.

Minimum Requirements for All levels of Security Officers

- a. Possess a valid Class "D" security officer license pursuant to F.S. 493. All officers shall maintain this license on their person at all times while providing service to the City under the Contract.
- b. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form 1-151, or who presents other evidence from U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- c. Shall have a valid State of Florida Driver's license. (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart).
- d. Shall be at least 21 years of age.
- e. Shall have a high school diploma or a GED. High school diploma or GED shall be from an accredited and verifiable institution.
- f. Successfully pass a test for drug and illegal substance use.
- g. Be able to communicate effectively in English (multilingual preferred).
- h. Ability to write a report in English.
- i. Ability to communicate, provide information and directions in a courteous manner.
- j. Trained and certified in basic first aid and Cardiopulmonary Resuscitation (CPR).
- k. Trained in the use of Automated External Defibrillators (AEDs).
- l. Physically capable of pursuing and detaining individuals who have committed criminal acts.
- m. Pass criminal background checks, FDLE and NCIC III.

In addition, Security Officers shall meet the specific requirements for each level as specified below:

- a. Security Officer Level I – An unarmed individual with a Class D license. ~~Minimum one (1) year of experience as a licensed Security Officer;~~
- b. Security Officer Level II – An unarmed individual with a Class D license. A minimum of ~~two~~ one (21) years of experience as a Class D, Licensed Security Officer, Police Officer or Military Police ~~or in the military or law enforcement~~ are required.

- c. Security Officer Level III – An armed individual with Class D and Class G licenses. A minimum two (2) years of experience, either as Class D, licensed Security Officer, Police Officer, or Military Police are required, or in the military or law enforcement.
- d. Security Officer Level IV - An armed individual with Class D and Class G licenses. A minimum five (5) years of experience, as a Class D licensed Security Officer and two (2) years of experience as a Class G licensed Security Officer or five (5) years of experience as a Police Officer or Military Police are required in the military or law enforcement.
- e. Security Officer Level V – An armed or unarmed individual with Class D and Class G licenses. A minimum of five (5) years of experience, either as a licensed Class G, Security Officer, Police Officer or Military Police in the military or law enforcement, are required. The individual shall have the ability to supervise, monitor, and regulate Security Officers with Class D and Class G licenses in their performance of assigned duties. This level of Security Officer may be a site supervisor when multiple Security Officers are required present at the same time, to coordinate Security Service efforts.
- f. Security Officer Level VI - An armed or unarmed individual with Class D and Class G licenses. A minimum of ten (10) years of experience either as a licensed Class G Security Officer, Police Officer or Military Police or in the military or law enforcement are required. The individual shall have the ability to supervise, monitor, and regulate Security Officers with Class D and Class G licenses in their performance of assigned duties. This level of Security Officer may be a project manager when multiple site supervisors are required for large or complex sites, to coordinate Security Service efforts.

Personnel Probation

All security officers working for the City of Miami Beach are subject to a thirty (30) day probation period. If during this probation period, the City of Miami Beach is not satisfied with the performance of a security officer, the City of Miami Beach will notify the Successful Contractor of such performance and the Successful Contractor will replace the security officer immediately.

Additionally, the City of Miami Beach reserves the right to demand in writing that the Successful Contractor relieve an employee from a duty assignment, and/or ban the employee from further service under the contract, at the sole discretion of the City of Miami Beach.

Personnel employed by the Successful Contractor are ineligible to work for the City of Miami Beach for the following reasons:

- a. Military conduct resulting in dishonorable or undesirable discharge.
- b. Any pattern of irresponsible behavior including, but not limited to, bad driving or employment record.

Security Officer Levels I-IV Duties

1. Report to work on time and remain on assigned post until relieved or as required.
2. Maintain a professional appearance. Uniforms shall be clean, pressed and include a name tag; shoes polished.
3. Maintain a courteous attitude to the public and City employees at all times.
4. While assigned to a fixed post, patrol of an area or a facility, detect and prevent individuals or groups from committing acts injurious to others or to property.
5. Intervene to terminate injurious acts to persons or to property and detain individuals for further

investigation or arrest in accordance the State of Florida's Security Officers Handbook (F.S.S. Chapter 493).

6. Communicate effectively with the public and City of Miami Beach personnel to provide directions and assistance.
7. Conduct patrols in accordance to post orders. Where applicable, a guard tour system shall be used to record and report security officers' presence at designated posts.
8. Raise and lower flags at designated times where applicable.
9. Lock and unlock gates and doors at designated times.
10. Turn on and off lights as required.
11. Ensure that only authorized personnel are permitted access to closed or restricted facilities or locations.
12. Respond to reports of sick or injured persons and notify appropriate authorities.
13. Report safety hazards, malfunctioning equipment, spills and other such matters to appropriate individuals.
14. Monitor and operate fire alarm systems, intrusion detection systems and CCTV systems as required.
15. Respond to fire/burglar alarms and emergency situations. Evaluate the situation and take appropriate action as prescribed in Post Orders and/or facility emergency procedure/evacuation plan.
16. Investigate questionable acts and behavior on City property. Question witnesses and suspects to ascertain or verify facts and notify appropriate authorities if warranted.
17. Operate a vehicle (bicycle, golf cart, motor vehicle) as required.
18. Maintain daily logs, prepare daily and incident reports.
19. Provide escorts to City employees and visitors to their vehicles when requested.
20. Perform any other duties or functions not specifically mentioned above, but which are identified as falling within the scope and responsibilities of a security officer's responsibilities.

Security Officers Level V Duties

In addition to the duties listed above Security Officers shall:

1. Patrol area of assignment and actively supervise all security officers under their command.
2. Ensure proper inventory of keys, electronic key cards and supplies.
3. Conduct daily inspections to verify all posts are manned and all security officers are fully equipped and in proper uniform.
4. Be knowledgeable of all security officer positions and duties.
5. Be knowledgeable of all City/County ordinances related to quality of life issues.

Security Officers Level VI Duties

1. Functions as the Project Manager for the City of Miami Beach.
2. Project Manager will be required to meet with City representatives upon request.
3. Project Manager will work with the Contractor Administrator or their designee to review and/or develop Post Orders for all locations where Security Officers will be utilized with the City of Miami Beach.
4. Immediately report any unusual incident to the Contract Administrator or their designee.
5. Coordinate with Contract Administrator or its designee all security operations and services for regular and special events to insure proper staffing.
6. Install guard tour system sensors where directed by the City of Miami Beach Contract Administrator or its designee.
7. Provide weekly downloads of all the City of Miami Beach posts where guard tour system sensors are installed. The downloaded information will accompany the weekly invoices.
8. Be knowledgeable of all security officer positions and duties.

9. Be knowledgeable of all City/County ordinances related to quality of life issues.

Limitation on Employee-Hours and Assignments

No personnel assigned to the City shall provide more than twelve (12) hours of service, including all break periods, in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the City in emergency situations that are beyond the control of the Contractor, (e.g. weather conditions, civil disturbances, natural disasters, etc.) which prevents the next shift from getting to their assignment. Each occurrence will require an individual waiver provided by the City.

Overtime

No overtime for either regularly scheduled or special events will be paid by City of Miami Beach for security personnel supplied by the Successful Contractor unless pre-approved by the City of Miami Beach Contract Administrator or its designee.

Training

Specialized training may be required to assume the duties and responsibilities of some posts within the City of Miami Beach.

The cost for such training will be considered part of the Successful Contractor's operational expenses and should be considered when proposing an overall hourly rate. While attending training, security officers must be paid at the City's living wage rate. Time spent in training, although required, is not billable to the City of Miami Beach. When required, security officers must successfully complete training prior to assuming duty under this contract.

Written documentation of having successfully completed the training is to be included in the employee's personnel file.

The Successful Contractor is required to ensure that all security officers providing traffic control and code enforcement services are certified by Miami Dade College-Southeast Institute of Criminal Justice at the North - Dade Campus. In addition, security officers providing traffic control and code enforcement services would be required to attend training provided by the City related to enforcing City of Miami Beach ordinance and codes.

Special Equipment

The selected proposer(s) may be required to provide licensed and insured motor vehicles, off street motorized carts, Segway's and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed, and when appropriate, the selected proposer shall receive additional compensation.

The selected proposer(s) may also be required by the City to provide Security Officers equipped with specialized equipment, including, but not limited to, firearms, Guard Tour systems, Body Cameras, hand-held metal detectors, x-ray screening of packages, walk-through metal detectors, K-9 detection services and other specialized technologies. Such posts or duty assignments shall be requested as needed, and where appropriate, the selected proposer shall receive additional compensation.

Contractor Furnished Items

The selected Proposer(s) shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The selected Proposer, at no charge to the City, shall supply these materials, unless otherwise specified by the City. All post orders, logbooks, incident reports and records are the sole property of the City of Miami Beach. These records are subject to inspection by the City at any time. Upon

termination of any contract issued as a result of this solicitation and all renewals thereof, the selected Proposer(s) shall surrender all records or documents (e.g. log books, incident reports, etc) to the City within thirty (30) days of the contracts termination date.

Communication

The Successful Contractor will be responsible for the following:

a. HAND-HELD RADIOS

Two-way hand-held radios, licensed for use by the Federal Communications Commission (FCC), will be provided by the Successful Contractor to all on-duty contract security officers and supervisors as required unless otherwise exempted by the City of Miami Beach Contract Administrator.

b. CENTRAL DISPATCH

The Successful Contractor will ~~provide-maintain~~ a centralized dispatching service through use of a ~~local (Miami Beach)-~~base station manned by experienced personnel on a 24- hour per day basis, to include a recorded back-up system. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. Regardless of the physical location of the dispatch service offered, total in-building radio communication coverage within the City limits of Miami Beach is required. ~~However, dispatch does not have to be on Miami Beach, but must reside in Miami-Dade County.~~

c. SYSTEM QUALITY

The Successful Contractor will at all times maintain high quality radio communications (transmitting and receiving). The Successful Contractor will be totally responsible for providing and maintaining required system quality, as follows:

1. The Successful Contractor will provide/lease a network of transceivers and repeaters of sufficient strength and capacity to service all areas of Miami Beach.
2. The Successful Contractor must provide/lease an exclusive radio frequency operated exclusively by the Contractor. Radios will have printout identification and emergency capability.
3. The Successful Contractor must implement a program of maintenance and repair for all equipment used in the performance of this contract. Such a program will ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standards specified above.
4. The Successful Contractor will ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Successful Contractor to implement a system by which fresh batteries, adequate supply of flashlights or charged radios, are delivered to the posts in order to meet this requirement.

d. EVALUATION OF RADIO COMMUNICATIONS SYSTEM

All aspects of the Successful Contractor's radio communications system will be evaluated by the City of Miami Beach prior to award of Contract. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the Successful Contractor is unable and/or unwilling to make changes deemed necessary by the City of Miami Beach, then the Successful Contractor will be considered non-responsive to the required Terms and Conditions of this Contract. Likewise, should there be a deterioration of performance during the term of this contract, and the Successful Contractor is unable or unwilling to make the required improvements, the City of Miami Beach may terminate, in accordance with the Termination for Default Clause of this Contract. The City of Miami Beach will address, in writing to the Contractor, any/all identified

inadequacies of the required radio communications prior to any termination procedures.

Key Control

The Successful Contractor will establish and implement methods of ensuring that all keys issued to the Successful Contractor by the City are not lost, or misplaced, and are not used by unauthorized person(s). No keys issued the Successful Contractor by the City will be duplicated. The Successful Contractor will develop procedures covering key control that will be included in his/her quality control plan, which will be submitted to the City's Contract Administrator and Procurement Director. The Successful Contractor may be required to replace, re-key, or reimburse the City for replacement of locks or re-keying as a result of Successful Contractor losing keys.

In the event a master key is lost or duplicated, all locks and keys for that system will be replaced by the City and the total cost deducted from the monthly payment due the Successful Contractor.

The Successful Contractor will immediately report a lost key the Contract Administrator, but no later than the next workday.

Uniforms

All security officers furnished to the City of Miami Beach will be well-groomed and neatly uniformed. Each security officer supplied by the Successful Contractor will wear a nameplate bearing the guard's name. Successful Contractor's name will appear either on guard's nameplate or as a patch on the security officer's uniform. Uniforms will be readily distinguishable from the City of Miami Beach Police uniforms.

Uniforms must be provided at the contractor's expense or may be charged to the employee (guard), but must not be deducted from the employees' paycheck therefore reducing the hourly pay rate to less than the living wage rate.

Photo Identification

Work hereunder requires Successful Contractor's employees to have photo identification on their person at all times. The City of Miami Beach reserves the right to verify a guard's identity and required credentials.

If for any reason, any Successful Contractor employee is terminated, the Contract Administrator will be advised in writing.

Records

The Successful Contractor will submit all invoices to the City of Miami Beach containing an itemized employee time record, to include the employee name and hours worked/shift, for the time period identified on the invoice. If applicable, the computerized printout from the guard tour system will accompany the weekly invoices. These printouts will be the same date and time frame of the submitted invoices and submitted in a hard copy or digital (preferred) format.

All correspondence, records, vouchers and books of account, insofar as work done under this Contract is concerned, will be open to inspection by an authorized City of Miami Beach representative during the course of the Contract and for a period of two (2) years after expiration of the Contract.

The Successful Contractor will maintain a personnel file for each employee employed under the Miami Beach contract. At a minimum, this file will, include:

- Personal information of the employee, sex/race/DOB/ and social security number.
- Copies of Florida Driver license, Class "D" Security Guard license and Class "G" Firearms License (if applicable).

- Copies or notification of all disciplinary actions taken by the Contractor or City of Miami Beach to include verbal or written warnings.
- Training records.
- Proof of successful Background Check and Drug Screening.

The City reserves the right to perform an audit of the Successful Contractor's payroll and related records of employees assigned to the City of Miami Beach to ascertain that such employees' records correctly reflect payment received for the specific hours worked for the City. Such audit will be at the discretion and option of the City.

Successful Contractor will be required to provide any and all records in its possession which contain information concerning hours worked and payment received based on the contractor's invoices to the City of Miami Beach. All required documentation and personnel files will be readily available for inspection by any authorized City of Miami Beach representative, during initial research and during the course of this Contract. Failure to have the required documentation will be deemed as non-compliance to the Terms and Conditions of the contract.

Liquidated Damages

The selected Proposer(s) shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The City, in its sole discretion, will determine the damages arising from such failure. The City assessment of all Liquidated Damages will be final. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in selected Proposer's personnel being removed from the post and/or Contract issued as a result of this solicitation at the request of the City. A written notice of a violation and intent to impose liquidated damages shall be provided to the selected Proposer(s) in the form of an Infraction Report. Infraction Reports shall be issued to the selected Proposer(s) promptly by the City, in order to afford the selected Proposer(s) time to notify the City of extenuating circumstances. The graduation of Liquidated Damages will occur with the involvement of the same facility, selected Proposer's personnel and a pattern of the same incidents at multiple posts (i.e. repeated violations of the same type). Any violations committed by selected Proposer(s)'s personnel may result in the suspension or removal from duty of said personnel at the discretion of the City. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

Management/Administrative Violations (\$100 per infraction):

1. Not properly equipped for specific detail.
2. No radio or inoperative radio.
3. Failure to fix an inoperative guard tour system or system component.
4. Leaving a post unattended or failure to fill post assignment within one hour of a scheduled assignment or event.
5. Lack of contract supervision.
6. Excessive hours on duty (more than a 10 hour shift if not approved in advance by the Contract Administrator).
7. Utilization of a security officer previously suspended from duty by the Contract Administrator.
8. Failure to follow all Vendor Rules and Regulations.

Security Officer Violations (\$100 per infraction):

1. Unprofessional appearance or behavior.
2. Inappropriate behavior (reading, lounging, talking and texting on cell phone, etc.)
3. Failing to promptly prepare written reports.
4. Not completing required rounds.
5. Failing to follow post orders.

6. Failure to adhere to City of Miami Beach policies and procedures.

Security Officer Significant Violations (\$250.00):

1. Late for duty.
2. Sleeping on duty.
3. Abandoning post.
4. Failure to report an incident
5. Any action that would cause the City harm, physically, financially, or reputational.

Once a violation is identified and written notification of intent to fine ("Contract Discrepancy Report") is issued to the Successful Contractor. The Successful Contractor will have seven (7) days to provide a written response to the Contract

Repeated violations will be taken as proof of a general incapacity on the part of the Successful Contractor to perform in accordance with contract requirements.

Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

Conservation Of Utilities

The Successful Contractor will be directly responsible for instructing employees in utilities conservation practices. The Successful Contractor will be responsible for operating under conditions, which preclude the waste of any/all utilities.

Licenses And Permits

Successful Contractor will abide by all ordinances and laws pertaining to his operation and will secure, at his expense, all licenses and permits necessary for these operations.

Performance Evaluation Meetings

The Successful Contractor will assign a Contract Manager to meet with the City of Miami Beach Contract Administrator regularly and as required. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings will be signed by the Successful Contractor's Contract Administrator and the City's Contract Administrator, and a copy will be forwarded to the Procurement Director. Should the Successful Contractor not concur with the minutes, he will state in writing to the Procurement Director any areas wherein he does not concur.

Service Excellence Standards

Excellent Customer Service is the standard of the City of Miami Beach. As contract employees of the City, security officers will be required to conduct themselves in a professional, courteous and ethical manner at all times and adhere to the City's Service Excellence standards.

Post Order, Rules and Regulation Manual

The City of Miami Beach will provide to Successful Contractor, for the duration of the contract, the Post Order and Rules and Regulation Manual. Changes to Post Orders, if needed, will be provided by the Contract Administrator through written addendum to these orders. All Security Personnel shall have access to these Post Orders and any updates at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty.

Should the City elect to utilize the services of the Security Officers for code enforcement, the City will

provide guidance, direction and specific training related to the enforcing of City of Miami Beach City ordinances and codes.

Additionally, the City of Miami Beach reserves the right to have any security officer removed from Miami Beach posts for violations of the Post Orders.

Court Appearances

The selected Proposer(s) personnel may be required to testify in various judicial proceedings on behalf of the City. These personnel shall coordinate all Contract-related court appearances with the City when such appearances are required. Any selected Proposer(s) personnel required to make a court appearance shall be remunerated by the selected Proposer(s) at the same hourly rate as would be earned while on duty under any Contract issued as a result of this solicitation and all extensions or renewals thereof, and the selected Proposer(s) shall in turn be remunerated by the City at the stipulated billing rate. The selected Proposer(s) shall invoice for the actual hours the employee spent at court, of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying employee may be required). A copy of the original subpoena shall be submitted with the corresponding invoice. Contract-related Court testimony on behalf of the City shall take priority over all other scheduled duties, and the selected Proposer(s) shall coordinate with the City to ensure that this is done with no impact to daily operations. Selected Proposer(s) personnel scheduled to testify on behalf of the City due to their Contract related duties shall appear for court testimony in full uniform however, without chemical weapons, batons, handcuffs or firearms.

Estimated Weekly Service Hours by Security Officer Levels

POST	LEVEL	ESTIMATED WEEKLY SERVICE HOURS
Open Spaces (Parks, Boardwalks, etc.)	1 Officer Level V (Supervisor)	112 Hours
Parking Facilities	2 Officers Level V (Supervisor)	224 Hours
7 th Street Garage	1 Officer Level I or II	168 Hours
17 th Street Garage	1 Officer Level I or II	168 Hours
16 th Street Garage	1 Officer Level I or II	168 Hours
South Beach Walk (14-21 St.)	1 Officer Level I or II	105 Hours
Alaska Bay Walk (1-4 St.)	1 Officer Level I or II	42 Hours
N. Beach Recreation Corridor (64-79 St.)	2 Officer Level I or II	176 Hours
City Hall Campus	1 Officer Level III	168 Hours
	3 Officers Level IV	120 Hours
	1 Supervisor Level V	40 Hours
	3 Officers Level IV	120 Hours
	1 Officer Level V (Supervisor)	40 Hours
Normandy Shores Gatehouse	1 Officer Level I or II	168 Hours
Bass Museum	5 Officers Level I or II	150 Hours
Sanitation Detail	1 Officer Level I or II	9 Hours
Citywide	1 Officer Level VI/Project Manager	40 Hours

APPENDIX D



MIAMI BEACH

Special Conditions

2015-013-WG SECURITY OFFICER SERVICES

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The contract shall commence upon the date of notice of award and shall be effective for two (2) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for three (3) additional one-year periods subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

3. **PRICES SHALL BE FIXED AND FIRM:** All prices quoted in the awardee's bid submittal shall remain firm and fixed, unless amended in writing by the City.
4. **COST ESCALATION.** The hourly rates proposed by successful vendor(s) shall remain fixed for the term of the contract, however the City may consider requests for markup adjustment in the event of unforeseen governmental mandates (e.g., taxes, healthcare mandates, Living Wage, etc.) imposed upon the contractor. Requests for adjustment to hourly rates shall be submitted to the City's Procurement Department for review. If the requested adjustment is approved, the Procurement Department will formalize the adjustment by formal contract modification.

It shall be further understood that the City reserves the right to reject any adjustment submitted by the vendor, and/or terminate the contract with the vendor based upon such price adjustments.

5. **ADDITIONAL EQUIPMENT/ SERVICES.** Equipment/ Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon successful negotiations and mutual consent of the contracting parties. Additional equipment and or services may include, but not be limited to licensed and insured motor vehicles, off street motorized carts, Segway's, bicycles, guard tour systems, body cameras, hand-held metal detectors, x-ray screening of packages, walk-through metal detectors, K-9 detection services etc.

6. **FAILURE TO PERFORM.** The City reserves the right to take any action necessary to ensure that the security forces are fully staffed in order to protect the City of Miami Beach property, personnel, and assets. This may include contractual arrangements with others contractors for the purpose of obtaining alternative resources in the event that the successful contractor cannot perform

If such arrangements are deemed necessary, then the successful contractor may, at the sole discretion of the City of Miami Beach, be terminated, and any cost incurred by the City of Miami Beach may be withheld from funds owed to the Successful Contractor.

7. **SUB-CONTRACTING.** Contractors/Proposers may subcontract to qualified security guards/firms, with the prior written approval by the City, when requested to provide additional guards for special/major events or on an "as needed" basis.

Should the Successful Contractor provide security guards employed by a sub-contractor, the Successful Contractor will be required to provide a Labor and Materials (Payment Bond), in the amount of \$100,000. The successful contractor will also provide an Employee Dishonesty Bond in the amount of \$25,000. Additionally, the City reserves the right to deduct payment(s) in an amount specified in the bid/contract documents for either non-qualified security guard, and/or for unsatisfactory performance in accordance with the specified Terms and Conditions of the RFP.

8. **SERVICE LOCATIONS AND ASSIGNMENT HOURS.** It will be the sole discretion of the City of Miami Beach as to locations, number of guards and hours of services needed. The City of Miami Beach reserves the right to change possible locations and the required hours of service during the term of the Contract.

9. **PROTECTION OF PROPERTY.** The Successful Contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the Successful Contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Successful Contractor, its employees or agents.

10. **PERFORMANCE BOND.**
 The vendor to whom a contingent award is made shall duly execute and deliver to the City a Performance and Payment Bond in an amount that represents 100% of the vendor's offer price. The Performance and Payment Bond Form supplied by the City shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the City within 15 calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the City shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender its offer guaranty/bid bond, and the City shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII

Over 10,000,000

A IX

On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (2007) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. The surety company is licensed to do business in the State of Florida;
2. The surety company holds a certificate of authority authorizing it to write surety bonds in this state;

Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;

Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the City of Miami Beach will be acceptable. All interest will accrue to the City of Miami Beach during the life of this contract and/or as long as the funds are being held by the City.

The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

APPENDIX E



MIAMI BEACH

Cost Proposal Form

2015-013-WG
SECURITY OFFICER SERVICES

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

**APPENDIX E
PROPOSAL TENDER FORM**

Failure to submit Section 5, Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. This Proposal Tender Form shall be completed mechanically or, if manually, in ink. **Proposal Tender Form completed in pencil shall be deemed non-responsive.** All corrections shall be initialed.

	DESCRIPTION	ESTIMATED QUANTITIES (A)		PROPOSED HOURLY RATE (B)		TOTAL COST PER LEVEL (C)
ROUTINE RATE						
1	Security Officer Level I	30,000		\$		\$
2	Security Officer Level II	30,000		\$		\$
3	Security Officer Level III	8,700		\$		\$
4	Security Officer Level IV	12,500		\$		\$
5	Security Officer Level V	21,500		\$		\$
6	Security Officer Level VI	2,000		\$		\$
7	Vehicle – Monthly	2		\$		\$
8	Vehicle – Daily	15		\$		\$
9	Bicycle – Monthly	8		\$		\$
10	Bicycle – Daily	30		\$		\$
11	Golf Cart – Monthly	4		\$		\$
12	Golf Cart Daily	15		\$		\$
SUB-TOTAL (ROUTINE RATE)						\$
SPECIAL OR EMERGENCY RATE						
	Security Officer Level I	1,000		\$		\$
	Security Officer Level II	1,000		\$		\$
	Security Officer Level III	250		\$		\$
	Security Officer Level IV	500		\$		\$
	Security Officer Level V	800		\$		\$
	Security Officer Level VI	100		\$		\$
	Vehicle – Daily	2		\$		\$
	Bicycle – Daily	4		\$		\$
	Golf Cart Daily	2		\$		\$
SUB-TOTAL (SPECIAL OR EMERGENCY RATE)						\$

**APPENDIX E
PROPOSAL TENDER FORM
(CONTINUED)**

SUB-TOTAL (ROUTINE RATE)	\$
SUB-TOTAL (SPECIAL OR EMERGENCY)	\$
TOTAL COST *	\$

* The Total Cost shall be utilized to allocate Cost Points in the Evaluation of Proposals.

Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX F



MIAMI BEACH

Insurance Requirements

2015-013-WG
SECURITY OFFICER SERVICES

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139



MIAMI BEACH

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES

The provider shall furnish to the Human Resources Department, Risk Management Division, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation and Employer's Liability Insurance for all employees of the provider as required by Florida Statute 440.
- B. Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage. City of Miami Beach must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.

The insurance coverage required above must include a waiver of subrogation in favor of the City. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the provider.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B+" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days advance notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:
CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager 

DATE: April 8, 2015

SUBJECT: **A DISCUSSION REGARDING THE MIAMI BEACH CONVENTION CENTER BOOKING POLICY**

BACKGROUND AND ANALYSIS

The City approved the Booking Policy for the Miami Beach Convention Center on June 7, 1989, which was subsequently revised on October 4, 1989, June 6, 1990, July 8, 1992, June 3, 1998, May 12, 1999, July 7, 1999, and April 16, 2001. The most recent revision on April 16, 2001 was approved pursuant to Resolution No. 2001-24394 which clarified designation of First Priority status and City Manager discretion concerning same. The Booking Policy has not been revised since 2001.

As you know, in April 9, 2014, Request for Qualifications No. 2014-142ME for the Design Criteria Professional (DCP) services for the Miami Beach Convention Center Renovation was awarded to Fentress Architects. Construction is anticipated to begin immediately following Art Basel in Miami Beach 2015 and is expected to be completed in middle 2018. Group business generally books their events more than 24 months (2 years) into the future. With that in mind, the City needs to decide, in very near future, what if any changes to the Booking Policy should be considered in order to set booking goals for the Greater Miami Convention and Visitors Bureau (GMCVB) and Global Spectrum (Global).

In considering potential changes the type of event (convention, trade show and consumer shows) determines what demands the facility and surrounding area are likely to experience and what kinds of attendees and exhibitors can be expected. To a large degree the Center must also consider the overall economic impact the show will have to the City at large. Tax generation and City fees inclusive of the additional sales tax revenue from visitors and increased local consumption patterns can provide a significant amount of revenue to the City and the local businesses. The propensity of the various attendees and exhibitors to spend money in local businesses, hotels, shops, restaurants, tourist attractions, use of local public transportation (taxis, and rental cars) and entertainment establishments need to be considered and included in the overall assessment of the show as a net revenue contributor to the local economy. The purpose of the Convention Center is not to make money, but to generate business for our hotels and restaurants, which in turn generates resort tax revenue.

Below is a table broadly defining event impact:

	Conventions	Trade Shows	Consumer Shows
Example	Dermatologists	Jewelers International	Home Show
2014 Average Attendance *	4,800	4,900	11,600
Economic Impact	High	Moderate	Low
Building Revenue Impact	Moderate	Moderate +	High
Typically arrive	Via Taxi/Bus	Car	Car
Traffic Impact	Low	Moderate	High

* Excludes Art Basel and the Boat Show with 70,000 and 140,000 in attendance respectively.

The current Booking Policy includes First Priority designation for long standing shows, defined as one which has a minimum of 20 consecutive years usage in Convention Center under the same ownership (Grandfathered First Priority). If the show has multiple events in MBCC in a calendar year, the first priority designation applies to only one of the show events in the calendar year. This is a rather unique aspect of our policy and not something found in other destination's booking policies. These grandfathered events include Antique Show, Miami International Boat Show, Jewelry International Show, Miami Auto Show and the Home Show. With the exception of Jewelry International Show, all are consumer shows. It is no secret the Convention Center is below the national average as it pertains to the total number of annual conventions held in the Center.

In considering Booking Policy changes, the City Commission should also be aware that Grandfathered First Priority shows are currently able to obtain License Agreements for use of the Convention Center up to 36 months prior to the show. Group business (conventions) typically book shows at least 24 months in advance. A large group attempting to book during a date pattern conflicting with a Grandfathered First Priority show, even if they contract for more hotel rooms on peak, would not be able to book in the Convention Center unless the Grandfathered First Priority agrees to move their dates. There have been examples in the past where Grandfathered First Priority shows have accommodated the destinations desire to book another show during their dates, but there are also examples where the destination has lost conventions as a result of this policy.

The Administration believes that peak room nights should be the overarching requirement used to determine whether an event receives First Priority designation. Additionally, the Booking Policy also allows for the rooms night verification to be used as a method of confirming peak room nights generated as a result of the event. The City has a prescribed verification process that is used which allows an independent third party accounting/auditing firm licensed in the State of Florida to be used to verify the peak room nights. Audited reports will be submitted to the Convention Center General Manager and Greater Miami Convention and Visitors Bureau Senior Vice President of Sales along with the statement from the auditor indicating their validation of the method of data collection, the accuracy of the data as determined by their testing of the data, and their agreement with the conclusions of room night consumption as presented by the client.

Additionally, the City Code does require review and a recommendation from the Convention Center Advisory Board (CCAB) before the City Commission makes a final decision. The CCAB had an initial discussion of the policy and unanimously passed a motion recommending elimination of the Grandfather First Priority designation and also recommended the City allow First Priority events to book at least 18 months prior to the show instead of the current policy of 24 months. The Administration, Global Spectrum and the GMCVB all agree with the CCAB recommendation. This recommendation is in line with the sentiment expressed by the City Commission at the November 2014 meeting, which was to amend the Booking Policy to prioritize convention bookings.

The Administration continued to work with Global Spectrum, the GMCVB and Strategic Advisory Group to prepare revisions to the Booking Policy that prioritizes room night generating business. A draft of these changes is attached at Exhibit "1". The following highlights the changes being recommended:

- Addition of a second and third priority booking category
- Requirement of an executed License Agreement with the Convention Center to be considered a confirmed booking
- Reduction of move-in and move-out days required for an event

Priority	Booking Window	Minimum Peak Room Night requirement
1	> 24 months (exclusive access)	1,500 (peak)
2	13 – 24 months	500 – 1,499 (peak)
3	0 – 13 months	No requirement

This item was discussed briefly at the February 11, 2015 Finance Committee meeting. The Committee recommended bringing this item back to the March meeting of the Finance Committee after Administration has had a chance to do outreach to the Convention Center clients and the Convention Center Advisory Board (CCAB). The CCAB discussed the draft policy at their February 3, 2015 meeting, but deferred action to its March 3, 2015 meeting in order to give the board members more time to review it. The CCAB met March 3, 2015 and after discussion passed a motion to recommend in favor of the proposed booking policy changes pending final review from the City Attorney.

CONCLUSION

The Administration recommends the Finance Committee approve and recommend in support of the attached revised Convention Center Booking Policy.

JLM/KGB/MAS

MIAMI BEACH CONVENTION CENTER
MIAMI BEACH, FLORIDA

BOOKING POLICY GUIDELINES

I. STATEMENT OF PURPOSE:

The Miami Beach Convention Center (the “MBCC” or the “Center”) is a national and international convention, tradeshow, and multi-purpose facility owned by the City of Miami Beach. The MBCC was enlarged and remodeled in part with Convention Development Tax proceeds with the primary objective of promoting and facilitating events and activities which have a significant impact in terms of Convention Development Tax generated.

In addition, the MBCC was developed with a secondary objective of providing services and facilities to respond to the needs of County and local activities which promote business and generally enhance the quality of life for the community the MBCC serves.

When booking the MBCC, consideration shall be given to the following factors:

- i. Significant impact in terms of Convention Development Tax generated;
- ii. Total number of hotel rooms required;
- iii. Projected revenue to the MBCC both in terms of direct space rental revenue, as well as projected revenue from concessions and other building services;
- iv. Time of year;
- v. Number of move-in and move-out dates required for the event;
- vi. Potential for repeat booking;
- vii. Previous history and experience of the potential user with respect to use of similar facilities; and
- viii. Economic impact/Direct spending.

II. SCHEDULING PRIORITIES:

A. **First Priority Events:** First priority for scheduling facilities and dates in the MBCC is available to regional, national and international conventions, trade shows (open to the trade only), cultural shows, corporate meetings, and other activities which have a significant impact in terms of Convention Development Tax generated. In order to be considered for a First Priority designation, an event shall:

- i. require in excess of 115,000 gross square feet of exhibit space contracted in the MBCC;

- ii. require a minimum of three hotel room nights, with 1,500 hotel rooms occupied on the peak night, in Miami-Dade County;
AND
- iii. generate over 4,000 room nights in total.

Convention Development Tax impact and hotel room count calculations are based on contracted room nights, as demonstrated by room block agreements with hotels in Miami-Dade County, and subject to verification by the Bureau. Alternatively, for an event that is booked in the future, this impact may be based on prior history of the event; subject to verification by (1) the City; and (2) as deemed necessary by the City and, if so, user's expense, a qualified independent auditor licensed to perform audits within the State of Florida, if deemed necessary. An independent auditor will be used only when the event cannot demonstrate the history or does not enter into hotel contracts as a practice.

In order to be considered for First Priority designation, an event shall have demonstrated the hotel room count history during presentation of the identical event, either in Miami-Dade County or, in the case of events which move from city to city on a rotational basis or are relocating from another location, the hotel room count history of the identical event shall be verified by the City, through the Greater Miami Convention and Visitors Bureau (the "Bureau") using generally accepted industry standards, (i.e., DMAI MINT system or written verification from a prior location CVB).

Within the First Priority category, the Bureau will give preference to the event with the most significant impact in terms of Convention Development Tax generated.

In the event that First Priority Event status is granted, based in part upon the hotel room on peak night requirement as set forth above, the City, shall require recertification of said hotel room requirement from First Priority Events annually when hotel contract verification is used. If the above audit process is utilized, the City will require an audit every three (3) years. In the instance that an event interrupts its regular scheduling, defined as failing to take place within six (6) months of its next anticipated presentation, First Priority status may be revoked.

- B. **Second Priority Events:** Second Priority Events will have similar characteristics as first priority events. The room block requirement will be for two (2) nights, with one (1) peak night ranging from 500 to 1,499 rooms. A second priority event will utilize 1,500 to 3,999 room nights in total. The other characteristics listed in Section I above will also be considered.
- C. **Third Priority Events:** Third Priority for scheduling facilities and dates in the MBCC is available to all other events. Third Priority Events do not have a peak room night requirement. MBCC revenue and community impact will be important characteristics in securing Third Priority Events.

- D. **Discretion:** Subject to the priorities set forth above, the General Manager may exercise his discretion as to the issuance, modification, or termination of scheduling reservations.

III. BOOKING PROCEDURES

Reservations more than twenty-four (24) months before an event are normally handled through the Bureau, subject to approval of the MBCC General Manager (the “General Manager”), and are subject to the guidelines of Section II herein.

Facility and space scheduling commitments for First Priority Events may be made as far in advance as is necessary or appropriate and may supersede requests for other events and activities, unless a License Agreement has been previously executed by the MBCC and the user for such other event. License Agreements for First Priority Events may be entered into as far in advance as necessary, or appropriate, at the discretion of the General Manager. License Agreement will be produced by the MBCC no longer than 60 days from the date the event is secured at MBCC. Provided that the event is secured at least 24 months in advance, the user will be allowed 90 days from the receipt of the License Agreement to sign and return it to the MBCC, along with the required deposit. In the event the License Agreement is not signed and the deposit is not received within 90 days, the event will lose its Priority status and another event can secure the requested dates and space. The General Manager will determine an appropriate period of time for signature acceptance of a License Agreement and deposits for events that secure fewer than 24 months in advance.

Facility and date scheduling reservations for Second Priority Events will not be secured more than 24 months in advance, and are subject to change to accommodate First Priority Events, prior to a License Agreement being executed by the MBCC and user for such event. License Agreements for Second Priority Events, shall, upon request of the party holding the reservation, be issued twenty-four (24) months prior to the event.

Facility and date scheduling for Third Priority Events will not be secured more than 13 months in advance. License Agreements will not be finalized prior to 13 months in advance. MBCC will execute License Agreements when eligible to ensure timely execution for Third Priority users.

Priority	Booking Window	Minimum Peak Room Night requirement
1	> 24 months (exclusive access)	1,500 (peak)
2	13 – 24 months	500 – 1,499 (peak)
3	0 – 13 months	No requirement

Facilities and dates will be tentatively held pending notification to the contrary by either party. In the event a tentative commitment is released by the MBCC, the requesting party will be notified the facilities and/or dates have been released.

Facilities and dates reserved on First Option are reserved tentatively, but a conflicting commitment for the facilities and dates generally will not be made in favor of a second requesting party within the same scheduling priority without the party holding a First Option having the opportunity to execute a License Agreement within the timeline specified or release its reservation. A First Option held by a Second or Third Priority Event can always be superseded by a First or Second Priority Event, unless a License Agreement has been previously executed. At the discretion of the General Manager, a party with a First Priority Event holding a First Option may be required, within seven (7) days of written notice, to execute a License Agreement and post a deposit at any time that the General Manager has a good faith request in writing from another First Priority Event for the same dates.

Facilities and dates reserved on a Second Option basis will be reserved tentatively, and the absence of a valid First Option hold for the same space and time shall not guarantee the elevation of a Second Option hold to a First Option hold.

Facilities and dates are considered as Definite (under contractual commitment) only upon execution of a License Agreement by the event sponsor and the City of Miami Beach, specifying all details of the commitment and accompanied by the required initial deposit. In the case of large, "City-wide conventions" (defined as groups that require the use of all four Exhibition Halls at the Miami Beach Convention Center and have at minimum 3,500 rooms on their peak night) taking place more than five (5) years in the future and where the sponsoring organization is unable to execute a formal License Agreement, the reservation of the facilities and dates may be considered Definite upon the execution of a Letter of Intent by an officer of the event, the Greater Miami Convention and Visitor Bureau, and the General Manager of the Miami Beach Convention Center (or City Manager as appropriate) accompanied by a non-refundable deposit of no less than \$1,000 and evidence of a room block(s) totaling no fewer than 8,000 room nights, including specific documentation from the hotel(s) of the overall hotel package. The Letter of Intent must be of the standard form used by the Greater Miami Convention and Visitors Bureau (as approved by the City of Miami Beach) which at minimum shall require that a License Agreement be executed no later than five years in advance of the first move-in day of the event and shall define a schedule for incremental, non-refundable deposits that shall be paid to the Miami Beach Convention Center to maintain the booking as Definite.

IV. PROTECTION CLAUSE: REPEAT BUSINESS

A Protection Clause shall, upon the recommendations of the General Manager, and subject to the approval of the City Manager, be granted to "recurring events with a proven record of success," which at a minimum, is defined as the successful completion of at least two (2) consecutive shows in two (2) years, which have produced significant impact in terms of Convention Development Tax generated. First Priority users will be required to furnish the required room night consumed and economic impact results within 90 days of the events' final event day. If the consumed room nights falls below the agreed upon first priority threshold, the user may lose First Priority status.

If granted, such Protection Clause will be included in the License Agreement, and thereafter re-reviewed at minimum every three (3) years by the General Manager, and subject to the approval of the City Manager. Notwithstanding the foregoing, the granting of a Protection Clause in a License Agreement shall not vest any right(s) or reliance on the part of the Licensee as to the granting of said clause in subsequent or future License Agreements, but shall at all times be subject to the review and approval procedures set forth herein:

The Protection Period shall not exceed a total of sixty (60) days, plus the show days. The number of days prior to and after the event shall be the subject of agreement between the Licensee and the General Manager, but a minimum of fifteen (15) days shall be required on each side of the event.

If a Protection Clause is granted, it will read as follows:

PROTECTION CLAUSE:

Licensor agrees that it will not license any portion of the Convention Center facility to any Competing Event for the period commencing 30 days before Licensee's first show day, and concluding 30 days after Licensee's last show day (the "Protection Period"). A "Competing Event" is hereby defined as an event which has thirty percent (30%) or more of the total number of exhibitors/booths in the same event showing/selling product lines in the Licensee's event; provided, however, that a show that is open to the public shall never be deemed a Competing Event with a show open only to the trade, and vice versa. The determination of whether or not an event is a "Competing Event" shall be solely within the discretion of the General Manager, and shall be based upon the product lines in the proposed event's prior shows.

V. DEPOSIT SCHEDULES:

Deposits are required for all activities upon execution of a formal License Agreement.

- A. **First Priority Events:** A deposit in the amount of one day's minimum guaranteed rental per hall, or such other deposit as the General Manager may authorize, is required upon execution of the License Agreement. For events licensed five (5) years or more in advance (as allowed by this policy), special arrangements may be negotiated, at the Center's option, for a lesser deposit upon License Agreement execution and a defined schedule for intermediate deposit payments, with the balance of all estimated charges being due and payable sixty (60) days in advance of the event.
- B. **Second Priority Events:** A minimum deposit will be required upon execution of the License Agreement as follows: one day's minimum guaranteed rental for the first hall, and an additional 33-1/3% of one day's minimum guaranteed rental for each additional hall.

However, first-time events without a past history of success, and event sponsors with inadequate references, or prior event sponsorships, a record of slow payment, etc., may be required, at the Center's option, to remit up to one hundred percent (100%) of anticipated rental and related expenses upon execution of License Agreement.

- C. **Third Priority Events:** A minimum of 100% of one day's minimum guaranteed rent for all MBCC secured space will be required upon execution of the License Agreement.

VI. MOVE IN/MOVE OUT GUIDELINES:

MBCC will offer one complimentary move-in or move-out day for every show day (open to attendees or public). MBCC will charge the standard rental rates with any additional service charges for days needed beyond the stated allocation. MBCC may ask for paid move in and/or move-out days to be released based on other group needs for that timeframe.

VII. VARIANCE FROM POLICY:

Events and circumstances not covered in the above scheduling policies may be subject to special conditions, as deemed appropriate by the City Manager. No variance from the Center's policies, as represented in the above terms, may be made without first being submitted to the General Manager for consideration, but shall be subject to final consideration and approval of the City Manager.

REV. 120789, 060890, 070892, 060398, 051299, 070799, 051601

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Discussion Item

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: April 8, 2015

SUBJECT: **DISCUSSION REGARDING FOLLOWING UP ON AUDIT RECOMMENDATIONS MADE IN THE MIAMI BEACH POLICE ATHLETIC LEAGUE (PAL) INTERNAL AUDIT REPORT**

The following discussion item was referred at the December 17, 2014 City Commission meeting.

BACKGROUND

An operational audit of the Miami Beach Police Athletic League (PAL) was conducted at the request of the City Manager's Office. The audit period of June 1, 2009 through February 28, 2014 commences with the ending of the last internal audit performed in 2009. The primary focus of this audit was to follow-up on previously reported findings as well as to review the effectiveness of the organization's internal control structure, the completeness of revenues, the legitimacy of expenditures and to report on the primary child programming offered to City youth. The completed audit was presented to the Finance and Citywide Projects Committee on September 24, 2014. At this meeting it was directed that the City's Internal Audit Division follow-up on internal control issues reported as they relate to the operation of PAL and their Fitness Center. Corrective action or compensating controls would be addressed so that that future reports would not reflect a reoccurrence of these issues. The City Administration is in the process of following up on those findings relating to the lease agreement as they were not reviewed. An update was provided on the lease items at the December 12, 2014 City Commission Meeting which reported that the City is working on a proposed amended lease to be brought forward to the Commission for discussion and approval at a future date targeted by mid-year 2015.

ANALYSIS

Internal Audit met with PAL staff to cover those issues as they relate to operational controls. The corrective actions taken and the compensating controls implemented were discussed. Status of those points covered is as follows:

1. Changes to the existing Keyscan system are being deferred until a new executive director is hired. Receipt books have been issued in sequential order, and daily register tapes are being maintained for support. Bank deposits are being prepared twice a week, fixed assets are currently being tagged.
2. Purchases are being separated between the non-profit PAL and the for-profit Fitness Center; sales taxes are being paid for by the Fitness Center. Any management agreement between the two organizations will be deferred until a new executive director is hired.
3. Corporate fitness center memberships are verified at least monthly. City employees

- were removed from the membership listing. A new category will be established in the Keyscan system to allow participants access to facility door entrances to conduct PAL business.
4. School officials will sign for the receipt of the total Thanksgiving baskets to be disbursed to eligible school children. Membership revenues from credit cards will be separated on the Fitness Center's general ledger.
 5. PAL charitable donations will be limited to child related organizations; the organization's mission statement will be changed to include families.
 6. No further progress has been made to obtain business tax receipts for the building applicable occupants.
 7. Workers' compensation insurance was obtained for the Fitness Center.
 8. Draft standard operating procedures need to be finalized. Further revision is deferred until new executive director is hired.
 9. Detailed participation records for PAL's programs will be maintained.

CONCLUSION

PAL has been working on correcting most of the internal control issues stated in the audit report with some items being deferred until a new executive director is hired. Upon request, the Internal Audit Division is available to provide further assistance after this new executive director is hired. The City Administration is in the process of following up on modifications to the lease agreement which will be brought forward to the Commission for discussion and approval at a future date targeted by mid-year 2015.

JLM/JW/JS

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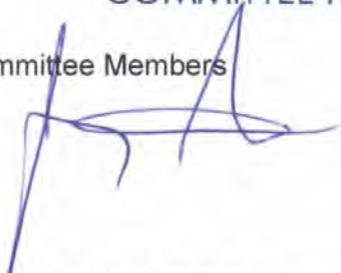
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MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager 

DATE: April 8, 2015

SUBJECT: **A DISCUSSION REGARDING THE CONCESSION AGREEMENT FOR THE MANAGEMENT AND OPERATION OF A FOOD AND BEVERAGE CONCESSION, CURRENTLY OPERATED BY BLISSBERRY, LLC ("CONCESSIONAIRE"), LOCATED IN A PORTION OF THE SOUTH POINTE PARK PAVILION BUILDING.**

BACKGROUND

On May 12, 2010, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 34-09/10, for the management and operation of a food and beverage concession located in a portion of the South Pointe Park Pavilion Building.

Concessionaire was the top-ranked firm and on September 15, 2010, the Mayor and City Commission adopted Resolution No. 2010-27485, authorizing the Administration to enter into negotiations with Concessionaire; and further authorizing the Mayor and City Clerk to execute an agreement, upon conclusion of successful negotiations.

ANALYSIS

The City and Concessionaire are parties to a Concession Agreement (attached hereto as "Exhibit A"), dated November 24, 2010, for the management and operation of a food and beverage concession located in a portion of the South Pointe Park Pavilion Building.

The basic terms and conditions of the Concession Agreement are as follows:

- | | |
|---------------------------|---|
| Concession Area: | A portion of the South Pointe Park Pavilion Building, consisting of approximately 240 square feet |
| Initial Term: | Two (2) years commencing on December 1, 2010 and ending on November 30, 2012 |
| Renewal Options: | Three (3) renewal options for one (1) year each |
| Concession Fee: | Fifteen percent (15%) of gross sales |
| Minimum Guarantee: | Nine thousand dollars (\$9,000) annually, paid at the beginning of each contract year, with Consumer Price Index (CPI) increases annually, starting in the third year |

For the first four (4) years of the Concession Agreement, Concessionaire's gross sales, and the corresponding fees paid to the City, are illustrated in the following chart:

Contract		Gross		Minimum	True-Up	Total
Year	Period	Sales	% Increase	Guarantee	(15% of Gross)	Rent
1*	12/10 - 11/11	74,652	-	9,000	2,198	11,198
2	12/11 - 11/12	124,846	67%	9,000	9,727	18,727
3	12/12 - 11/13	174,240	40%	9,576	16,560	26,136
4	12/13 - 11/14	224,666	29%	9,711	23,989	33,700
		598,404				89,761

*Reflects Eight (8) Months of Sales Due to Delayed Opening

Concessionaire is currently in its final renewal term, ending on November 30, 2015. Concessionaire submitted a letter to the City (attached hereto as "Exhibit B"), requesting to extend the Concession Agreement for a period of five (5) years.

The Finance and Citywide Projects Committee (FCPC) considered this matter at its March 2, 2015 meeting and recommended extending the term for a period of five (5) years; and further recommended increasing the Minimum Guarantee to twenty five thousand dollars (\$25,000) annually, payable in equal quarterly installments of six thousand two hundred and fifty dollars (\$6,250) each.

While preparing the Commission Memorandum and Lease Agreement to reflect the above recommendation from the FCPC, the Administration was advised by Concessionaire that she wanted to reduce the concession fee from fifteen percent (15%) of gross sales to ten percent (10%). Given this request from Concessionaire, the Administration recommends the issuance of a Request for Proposals (RFP) to solicit proposals for the management and operation of the food and beverage concession located in a portion of the South Pointe Park Pavilion Building.

CONCLUSION

The Administration recommends the issuance of a Request for Proposals (RFP) to solicit proposals for the management and operation of the food and beverage concession located in a portion of the South Pointe Park Pavilion Building.

JLM/KAB/MAS/MMM

Exhibits:

- A Concession Agreement
- B Letter From Concessionaire



2014 OCT 23 PM 2: 12

Date: September 29, 2014

To: City manager of Miami Beach
RE: Blissberry concession at South Pointe Park renewal
17000 Convention Center Drive
Miami Beach, FL 33139

CC: Director of Real Estate, Housing & Community Development

To whom it may concern,

I wanted to thank the city of Miami beach for allowing Blissberry to be the chosen concession for South Pointe Park. We would like to formally extend our Contract for an additional year based on the renewal terms.

Please do not hesitate contacting us if there any problems regarding the extension. We hope the city is happy with performance of Blissberry. We plan on continuing servicing the South Pointe Park and the city of Miami beach.

Sincerely,

Kim E Pham

Blissberry
CEO & Founder
www.blissberry.us
kim@blissberry.us
1340 Monad Terrace #4
Miami Beach , Fl 33139
(305) [979-6553](tel:979-6553)



Blissberry, LLC Concession Agreement

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**CONCESSION AGREEMENT BETWEEN
CITY OF MIAMI BEACH, FLORIDA AND
BLISSBERRY, LLC
FOR MANAGEMENT AND OPERATION OF A FOOD & BEVERAGE CONCESSION
IN A PORTION OF THE SOUTH POINTE PARK PAVILION BUILDING**

THIS AGREEMENT made the 24th day of November, 2010, between the **CITY OF MIAMI BEACH**, a municipal corporation of the State of Florida (hereinafter called "City"), having its principal address at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **BLISSBERRY, LLC**, a Florida limited liability company, having its principal place of business at 332 Lincoln Road, Miami Beach, Florida, 33139, (d/b/a Blissberry and hereinafter called "Concessionaire").

WITNESSETH

WHEREAS, on May 12, 2010, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 34-09/10, for a the management and operation of a concession facility within a portion of the structure commonly referred to as the "Pavilion Building" located in South Pointe Park; and

WHEREAS, Concessionaire was the top-ranked firm; and

WHEREAS, on September 15, 2010, the Mayor and City Commission adopted Resolution No. 2010-27485, authorizing the Administration to enter into negotiations with Concessionaire; and further authorizing the Mayor and City Clerk to execute an agreement, upon conclusion of successful negotiations; and

WHEREAS, accordingly, the City and Concessionaire have negotiated the following Concession Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, it is agreed by the parties hereto as follows:

The City hereby grants to the Concessionaire, and the Concessionaire hereby accepts from the City, the right to maintain, manage and operate a food and beverage concession within the Concession Area (as hereinafter defined), in accordance with the purpose(s) and for the term(s) stated herein, and subject to all the terms and conditions herein contained.

SECTION 1. TERM.

- 1.1 This Agreement shall commence on the 1st day of December, 2010 (the "Commencement Date"), and terminate on the 30th day of November, 2012 (the Term).

For purposes of this Agreement, a "contract year" shall be defined as that certain period commencing on the 1st day of December, and ending on the 30th day of November.

- 1.2 Provided that the Concessionaire is not in default under Section 13 herein, and at the City Manager's sole discretion, and upon written notice from Concessionaire of its intent to renew, which notice shall be given no less than thirty (30) days prior to the expiration of the initial term (or any renewal term, as the case may be), the City Manager may extend the term of this Agreement, upon the same terms and conditions, for three (3) individual one (1) year renewal terms. Any such renewal may require Concessionaire to purchase new equipment for the renewal term, subject to the prior written approval of the City Manager.

SECTION 2. CONCESSION AREA.

The City hereby grants to Concessionaire the right, during the Term herein, to maintain, manage and operate a food and beverage concession in the following Concession Area:

- 2.1 Concession Area within the Pavilion Building:
An area comprised of 240 square feet within the Pavilion Building, located at 3 South Washington Avenue and as further delineated in Exhibit 2.1 hereto.
- 2.2 Notwithstanding the Concession Area granted to Concessionaire in Section 2.1, Concessionaire hereby understands, agrees, and acknowledges that the Concession Area, along with any and all other public facilities in South Pointe Park not specifically identified herein is intended to be open and available to the public and, as such, must remain available for the use and enjoyment of the general public. Notwithstanding the preceding, Concessionaire may designate areas within the Concession Area which shall not be open to and/or accessible to the general public (e.g. "kitchen areas, pantries, and/or storage closets, etc.).

SECTION 3. USE(S).

Concessionaire is hereby authorized to conduct the following kind(s) of businesses and provide the following kind(s) of services within the Concession Area, all at its sole expense and responsibility:

3.1 Food and Beverage Service.

- 3.1.1 Concessionaire shall prepare, or cause to be prepared, for sale within and from the Concession Area, such pre-cooked, prepared, and/or prepackaged foods and such non-alcoholic beverages as those set forth in Exhibit 3.1.1. The City Manager hereby approves the types of food and beverages, and prices for same (as those set forth in Exhibit 3.1.1). Any amendments to Exhibit 3.1.1, whether as to type of food and beverages to be sold, or as to changes in prices for same, must be approved in writing by the City Manager or his designee, such approval not to be unreasonably withheld, delayed or conditioned, prior to such changes being implemented within the Concession Area,

and a new updated Exhibit 3.1.1 will be incorporated into this Agreement.

- 3.1.2 All food and beverages sold within the Concession Area will be prepared using only the equipment and/or methodology approved by the City and as set forth in Exhibit 3.1.2, as well as properly prepared and served in compliance with all applicable health and sanitary standards, laws and regulations.
- 3.1.3 The quality of food, beverages, and service offered will be first-rate and comparable to that available at other public concession facilities at world class resorts on par with the City of Miami Beach.
- 3.1.4 In addition to Concessionaire's general maintenance obligations for the Concession Area, as set forth in Section 10 herein, the Concession Area and the immediately surrounding ten (10) foot adjacent areas, shall at all times be maintained in a clean and sanitary manner.
- 3.1.5 At least one supervisory employee must possess a Food Service Management Certification issued by a County Public Health Department in Florida. In addition, the Concession Area must be licensed by the Florida Department of Business Regulation, Division of Hotels and Restaurants, and/or the Department of Agriculture, and/or as may further be required by State law and/or by corresponding agencies.
- 3.1.6 Concessionaire agrees not to place any speakers, or any other device used to amplify sound, in, on or around the Concession Area.

3.3 City Business Tax Receipts.

Concessionaire shall obtain, at its sole expense and responsibility, any business tax receipts required by the City for the proposed use(s) contemplated herein. To the extent required by City law (as same may be amended from time to time), business tax receipts shall be obtained for each proposed use within a particular Concession Area.

3.4 Parking.

Concessionaire may request from the City's Parking Department, the use of one (1) designated parking space at the Municipal Parking Lot P1 (South Pointe Park parking lot) for delivery vehicle use only. The rate for said parking space is subject to change, and is currently Seventy Dollars (\$70.00) per month, plus applicable sales and use tax per space.

SECTION 4. CONCESSION FEES.

4.1 Minimum Guarantee (MG):

In consideration of the City's granting of the rights provided in this Agreement, on the 1st day of each contract year during the Term, the

Concessionaire shall pay to the City a Minimum Guaranteed Annual Concession Fee (MG) of Nine Thousand (\$9,000.00) Dollars.

Commencing with the third contract year (i.e. the first renewal term), and every subsequent contract year during the Term hereof, Concessionaire agrees that the MG shall be adjusted upward on the first day of each contract year during the Term hereof by the percentage change of the "Base Number" and the "Current Number" in the Consumer Price Index – All Urban Consumers – U.S. Food and Beverages - CUUR0000SAf, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or of any revised or successor index hereafter published by the Bureau of Labor Statistics or other agency of the United States Government succeeding to its functions ("CPI"). The Base Number shall be the index for that month (i.e. July) and year which is four (4) months prior to the Commencement Date of this Agreement (the "Base Month"). The Current Number shall be the latest CPI published for the Base Month of each calendar year during the term of the Term of this Agreement.

4.2 Percentage of Gross (PG) vs. MG:

For each contract year during the Term, in the event that the amount equal to fifteen (15%) percent of Concessionaire's gross receipts (PG) exceeds the MG amount, then Concessionaire shall also pay to the City the difference between the PG amount and the MG amount, which payment shall be received no later than sixty (60) days after the end of each contract year.

The term "gross receipts" is understood to mean all income, whether collected or accrued, derived by Concessionaire under this Agreement, or any licensee, sub-concessionaire, or sub-tenant, as Concessionaire, from all business conducted upon or from the Concession Area, including but not limited to receipts from sale of food and beverages. The term "gross receipts" shall exclude amounts of any Federal, State, or City sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Concessionaire from customers and required by law to be remitted to the taxing or other governmental authority.

4.3 Interest for Late Payment.

Any payment which Concessionaire is required to make to the City which is not paid on or before the respective date provided for in this Agreement shall be subject to interest at the rate of twelve (12%) percent per annum, or the maximum amount allowable under Florida law, whichever is greater, from the due date of payment until such time as payment is actually received by the City.

4.4 Sales and Use Tax.

It is also understood that the required Florida State Sales and Use Tax shall be added to Concessionaire's payments and forwarded to the City as part of said payments. It is the City's intent that it is to receive all payments due from Concessionaire as net of such Florida State Sales and Use Tax.

SECTION 5. MAINTENANCE AND EXAMINATION OF RECORDS.

Concessionaire shall maintain current, accurate, and complete financial records, on an accrual basis, related to its operations pursuant to this Agreement. Systems and procedures used to maintain these records shall include a system of internal controls; all accounting records shall be maintained in accordance with generally accepted accounting principles; and shall be open to inspection, copying, and audit by the City Manager or his designee upon reasonable verbal or written notice, during normal hours of operation. Concessionaire shall maintain all such records at its principal office, currently located at 332 Lincoln Road, Miami Beach, Florida, 33139, or, if moved to another location, all such records shall be relocated, at Concessionaire's sole expense, to a location in Miami Beach, within ten (10) days from notice of request for inspection from the City. Such records and accounts shall include, at a minimum, a breakdown of gross receipts, expenses, and profit and loss statements. Concessionaire shall maintain accurate receipt-printing cash registers (or a like alternative) in the Concession Area which will record and show the payment for every sale made or service provided in such Area. Such other records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross receipts and profit and loss statement pursuant to generally accepted accounting principles. Concessionaire records shall also be maintained for a period of three (3) years following expiration (or other termination) of this Agreement (regardless of whether such termination results from the expiration of the Term or for any other reason).

Concessionaire shall submit to the City Finance Department's Revenue Manager, within sixty (60) days of the end of each contract year, an annual statement of gross receipts, in a form consistent with generally accepted accounting principles.

SECTION 6. INSPECTION AND AUDIT.

The City Manager or his designee shall be entitled to audit Concessionaire's records as often as he/she deems necessary throughout the Term, and three (3) times within the three (3) year period following expiration (or other termination) of this Agreement. The City shall be responsible for paying all costs associated with such audit(s), unless the audit(s) reveals a deficiency of five (5%) percent or more in Concessionaire's statement of gross receipts for any year or years audited, in which case Concessionaire shall pay to the City, within thirty (30) days of the City deeming the audit final, the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest. These audits are in addition to periodic City audits of Resort Tax collections and payments (which are performed separately).

It is Concessionaire's intent to stay informed of comments and suggestions by the City regarding Concessionaire's performance under the Agreement. Within thirty (30) days after the end of each contract year, Concessionaire and the City may meet to review Concessionaire's performance under the Agreement for the previous contract year. At the meeting, Concessionaire and the City may discuss quality, operational, maintenance and any other issues regarding Concessionaire's performance under the Agreement.

Nothing contained within this Section shall preclude the City's audit rights for Resort Tax collection purposes.

SECTION 7. TAXES, ASSESSMENTS, AND UTILITIES.

Concessionaire agrees and shall pay, before delinquency, all taxes and assessments of

~~any kind (including, without limitation, ad valorem taxes, if assessed, and/or Resort Taxes)~~ levied or assessed upon Concessionaire and/or the Concession Area including, without limitation, any such taxes and/or assessments that may be levied and/or assessed against Concessionaire and/or the Concession Area by reason of this Agreement, or by reason of the business or other operations and/or activities of Concessionaire upon or in connection with the Concession Area.

Concessionaire will have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax and/or assessment by appropriate proceedings, which Concessionaire shall conduct diligently and continuously, in good faith. Concessionaire may refrain from paying a tax to the extent it is contesting the imposition of same in a manner that is in accordance with law; provided, however, if, as a result of such contest, additional delinquency charges become due, Concessionaire shall be responsible for such delinquency charges, in addition to payment of the contested tax (if so ordered).

Concessionaire shall be solely responsible for and shall promptly pay when due all charges for utility service(s) provided to the Concession Area (including all hook-up fees and impact fees) for gas, electricity, water, sewer, cable, telephone, trash collection, etc.

Notwithstanding the preceding paragraph, the City shall charge Concessionaire a flat fee for 1) electricity, in the amount of One Hundred Twenty (\$120.00) Dollars per month; and 2) water usage, in the amount of Forty (\$40.00) Dollars per month. The City reserves the right, at its sole discretion, to adjust the flat monthly fees charged to Concessionaire for electric and water use at any time during the Term, upon thirty (30) days prior written notice to Concessionaire.

In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Concessionaire to pay for such utility services when due, the City may elect to pay same and Concessionaire shall promptly reimburse the City upon demand. In no event shall the City be liable, whether to Concessionaire or to third parties, for an interruption or failure in the supply of any utilities services to the Concession Area.

SECTION 8. EMPLOYEES AND INDEPENDENT CONTRACTORS.

- 8.1 Concessionaire shall select, train, employ (or otherwise hire or retain) such number of employees and/or independent contractors as is necessary and appropriate for Concessionaire to satisfy its responsibilities hereunder, and as necessary to maintain the same levels of service as exist in similar first class concession facilities and operations. Concessionaire's employees and/or independent contractors shall be employees and/or independent contractors of Concessionaire and not of the City, and Concessionaire shall be solely responsible for their supervision and daily direction and control. Concessionaire shall be solely responsible for, and have the sole authority to hire, terminate and discipline any and all personnel and/or contractors employed or retained by Concessionaire.
- 8.2 Concessionaire and its employees and/or independent contractors shall wear identification badges and uniforms approved by the City, such approval not to be unreasonably withheld, delayed or conditioned, during all hours of

operation. All employees and/or independent contractors shall observe all the graces of personal grooming. Concessionaire shall hire people to work in its operation who are neat, clean, well groomed, and comport themselves in a professional and courteous manner. Concessionaire and any persons hired and/or retained by Concessionaire shall never have been convicted of a felony (excluding traffic offenses).

Concessionaire shall have an experienced manager or managers overseeing the concession operations at all times.

SECTION 9. HOURS OF OPERATION.

The Concession Area shall be open for business every day of the year, weather or events of force majeure permitting. Concessionaire's minimum hours of operation shall be:

9:00 AM to 7:00 PM or Sunset (whichever occurs earlier)

Any change in the hours of operation including, without limitation, any request by Concessionaire for an increase or decrease in same, shall be subject to the prior written approval of the City Manager or his designee, which approval, if granted at all, shall be at the City Manager's (or his designee's) sole option and discretion.

SECTION 10. IMPROVEMENTS, MAINTENANCE, REPAIR and OPERATION.

Concessionaire accepts the use of the Concession Area in its "AS IS" "WHERE IS" condition. Concessionaire assumes sole responsibility and expense for maintenance of the Concession Area (including all furniture, fixtures, equipment and any other improvements thereon). This shall include, without limitation, daily (i.e. 365 days) removal of litter, garbage and debris. Concessionaire shall also be responsible for all garbage disposal generated by its operations.

10.1 Improvements.

10.1.1 Any improvements to the Concession Area shall be at Concessionaire's sole expense and responsibility; provided, however, that any plans for such improvements shall be submitted to the City Manager or his designee for prior written approval, such approval not to be unreasonably withheld, delayed or conditioned, and a list of the approved improvements shall be attached hereto as Exhibit 10.1.1. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed by Concessionaire without causing damage to the Concession Area.

All permanent (fixed) improvements to the Concession Area shall remain the property of the City upon termination and/or expiration of this Agreement, except as provided in Subsection 10.1.2.

Concessionaire will permit no liens to attach to the Concession Area arising from, connected with, or related to, the design, construction, and installation of any improvements.

Construction of any approved improvements shall be diligently prosecuted to completion and accomplished through the use of licensed, reputable contractors who are acceptable to the City Manager or his designee. In addition to obtaining the prior approval of the City Manager or his designee (acting on behalf of the City, in a proprietary capacity), Concessionaire shall also be solely responsible for obtaining, at its sole cost and expense, any and all permits, licenses, and/or regulatory approvals; such regulatory approvals which may include, without limitation, land use board and/or the approvals of other required regulatory agencies having jurisdiction) required for the construction of improvements.

10.1.2 Notwithstanding Subsection 10.1.1 hereof, upon termination and/or expiration of this Agreement, Concessionaire shall immediately remove any permanent improvements made to the Concession Area during the Term, at Concessionaire's sole expense and responsibility. In such event, Concessionaire shall also restore the Concession Area to its original condition prior to the improvements being made, reasonable wear and tear excepted.

10.1.3 The above requirements for submission of plans and the use of specific contractors shall not apply to improvements (which term, for purposes of this subsection 10.1.3 only, shall also include improvements necessary for Concessionaire's ongoing maintenance and repair of the Concession Area) which do not exceed Five Hundred (\$500.00) Dollars; provided that the work is not structural, and provided further that it is permitted by applicable law.

10.2 Garbage Receptacles.

With respect to litter, garbage and debris removal, Concessionaire shall provide, at its sole expense, a sufficient number of trash receptacles for its own use and for the use of its patrons. Determination of the "number" of receptacles shall at all times be within the City Manager or his designee's sole discretion. Disposal of the contents of said receptacles (and removal of litter, garbage and debris within the Concession Area), shall be done on a daily (i.e. 365 days) basis. Any costs for removal of the contents of said trash receptacles by the City, because of the Concessionaire's failure to do so, will be assessed to, and become the responsibility of, the Concessionaire.

The dumping or disposal of any refuse, discards, trash or garbage, generated by, or as a result of Concessionaire's operations, into any of the South Pointe Park trash receptacles shall be strictly prohibited.

10.3 Maintenance/Repair.

Concessionaire shall maintain, at its sole expense and responsibility, all furniture, fixtures, and equipment (FFE) and any other improvements (whether permanent or not) required to operate the concession. In the event any FFE and/or other improvement(s) is lost, stolen, or damaged, it shall be replaced or repaired promptly, at the sole expense of Concessionaire.

- 10.3.1 All damage or injury of any kind to the Concession Area, and/or to any improvements and/or FFE thereon, except damage caused by the willful misconduct or gross negligence of the City, shall be the sole obligation of Concessionaire, and shall be repaired, restored and/or replaced promptly by Concessionaire, at its sole expense, to the satisfaction of the City Manager or his designee.
- 10.3.2 All of the aforesaid repairs, restoration and replacement shall be in quality and class equal to or better than the original work (or FFE, as the case may be) and shall be done in good and workmanlike manner.
- 10.3.3 If Concessionaire fails to make any repairs, restoration and/or replacement, the same may be made by the City, at the expense of Concessionaire, and all sums spent and expenses incurred by the City shall be collectable by the City and shall be paid by Concessionaire within ten (10) days after receipt of a bill or statement thereof. Notwithstanding that the City may elect to make such repairs, restoration, and/or replacement, the City shall have no obligation and/or affirmative duty to do so.
- 10.3.4 It shall be Concessionaire's sole obligation to ensure that any renovations, repairs and/or improvements made by Concessionaire to the Concession Area comply with all applicable permitting, building codes and life safety codes of governmental authorities having jurisdiction.

10.4 No Dangerous Materials.

Concessionaire agrees not to use or permit in the Concession Area the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found within the Concession Area shall be immediately removed.

In consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify and hold the City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Concessionaire of any "hazardous substance" or "petroleum products" on, under, in or upon the Concession Area as those terms are defined by applicable Federal and State statutes, or any environmental rules and environmental regulations promulgated thereunder. The provisions of this subsection 10.4 shall survive the termination or earlier expiration of this Agreement.

10.5

Security.

Concessionaire shall be responsible for and provide such reasonable security measures as may be required to protect the Concession Area and any improvements and FFE thereon. Under no circumstances shall the City be responsible for any stolen or damaged FFE; damage to or loss of any improvements; or any stolen, lost, or damaged personal property of Concessionaire's employees, contractors, patrons, guests, invitees, and/or any other third parties, except if caused by the willful misconduct or gross negligence of the City, its officers, employees, contractors, agents or servants.

10.6

Inspection.

Concessionaire agrees that the Concession Area (and operations thereon) may be inspected at any time during hours of operation by the City Manager or his designee, or by any other municipal, County or State officer, or other agency having responsibility and/or jurisdiction for inspection of such operations. Concessionaire hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference with the concession operations, whether by the City or by any public agency or official, in enforcing their respective duties, or enforcing compliance with any applicable laws, or ordinances, or regulations.

SECTION 11. INSURANCE.

Concessionaire shall maintain, at all times throughout the Term, at its sole expense and responsibility, the following types of insurance coverage:

- a. Comprehensive General Liability, in the minimum amount of One Million (\$1,000,000.00) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operations, products and contractual liability.
- b. Workers Compensation Insurance shall be required in accordance with the laws of the State of Florida.
- c. Automobile Insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits (subject to adjustment for inflation):

Bodily Injury	\$1,000,000.00 per person
Bodily Injury	\$1,000,000.00 per accident
Property Damage	\$1,000,000.00 per accident

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days prior written notice to the City, and then only subject to the prior written approval of the City Manager or his designee, such approval not to be unreasonably withheld, delayed or conditioned. Prior to the Commencement Date of this Agreement, Concessionaire shall provide the City with a Certificate of Insurance for each such policy. **ALL POLICIES SHALL**

NAME THE CITY OF MIAMI BEACH FLORIDA AS AN ADDITIONAL NAMED INSURED. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating acceptable to the City's Risk Manager, and any replacement or substitute company shall also be subject to the approval of the City's Risk Manager, such approval not to be unreasonably withheld, delayed or conditioned.

Should Concessionaire fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by the City in obtaining said insurance, shall be repaid by Concessionaire to the City, plus ten (10%) percent of the amount of premiums paid to compensate the City for its administrative costs. If Concessionaire fails to repay the City's expenditures following written demand from the City (and within the time specified in the City's demand notice), such failure shall be deemed an event of default hereunder and the total sum owed shall accrue interest at the rate of twelve (12%) percent until paid.

SECTION 12. INDEMNITY.

- 12.1 In consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend the City, its officers, employees, contractors, agents or servants from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Concessionaire, its officers, employees, contractors, agents or servants in the performance of services under this Agreement.
- 12.2 In addition, and in consideration of a separate and specific consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend the City, its officers, employees, contractors, agents or servants from and against any claim, demand or cause of action of whatever kind or nature arising out of any misconduct of Concessionaire, its officers, employees, contractors, subconcessionaire(s), agents or servants not included in Subsection 12.1 herein and for which the City, its officers, employees, contractors, subconcessionaire(s), agents or servants are alleged to be liable.
- 12.3 Subsections 12.1 and 12.2 shall survive the termination or expiration of this Agreement. Subsections 12.1 and 12.2 shall not apply, however, to any such liability, that arises as a result of the willful misconduct or gross negligence of the City, its officers, employees, contractors, agents or servants.
- 12.4 Subrogation.
The terms of insurance policies referred to in Section 11 shall preclude subrogation claims against Concessionaire, the City and their respective officers, employees, contractors, agents or servants.

12.5

Force Majeure.

Whenever a period of time is herein prescribed for the taking of any action by the City or Concessionaire (as applicable), the City or Concessionaire (as applicable), shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, or governmental laws, regulations, or restrictions in the nature of a prohibition or moratorium, or any bona fide delay beyond the reasonable control of City or Concessionaire (as applicable). The foregoing shall not apply to any payments of money due under this Agreement.

12.6

Waiver of Loss from Hazards.

Concessionaire hereby expressly waives all claims against the City for loss or damage sustained by the Concessionaire resulting from an event of Force Majeure (as defined herein), and the Concessionaire hereby expressly waives all rights, claims, and demands against the City and forever releases and discharges the City from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

SECTION 13. DEFAULT AND TERMINATION.

Subsections 13.1 through 13.3 shall constitute events of default under this Agreement. An event of default by Concessionaire shall entitle the City to exercise any and all remedies described as the City's remedies under this Agreement, including but not limited to those set forth in Subsection 13.4 and Section 14. An event of default by the City shall entitle Concessionaire to exercise any and all remedies described as Concessionaire's remedies under this Agreement, including but not limited to those set forth in Subsection 13.5.

13.1

Bankruptcy.

If either the City or Concessionaire shall be adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State, or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

13.2

Default in Payment.

In the event Concessionaire fails to submit any payment within five (5) days of its due date, there shall be a late charge of Fifty (\$50.00) Dollars per day for such late payment, in addition to interest at the highest rate allowable by law. If any payment and accumulated penalties are not received within fifteen (15) days after the payment due date, and such failure continues three (3)

days after written notice thereof, then the City may, without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract, and may begin procedures to collect the Performance Bond required in Section 14 herein.

13.3

Non-Monetary Default.

In the event that Concessionaire or the City fails to perform or observe any of the covenants, terms or provisions under this Agreement, and such failure continues thirty (30) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement. In the event that a default is not reasonably susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in no event shall such extended cure period exceed ninety (90) days from the date of written notice thereof. In the event Concessionaire cures any default pursuant to this subsection, it shall promptly provide the City with written notice of same.

13.4

City's Remedies for Concessionaire's Default.

If any of the events of default, as set forth in this Section, shall occur, the City may, after notice (if required) and the expiration of cure periods, as provided above, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such default(s) and to compensate the City for damages resulting from such default(s), including but not limited to the right to give to Concessionaire a notice of termination of this Agreement. If such notice is given, the Term of this Agreement shall terminate upon the date specified in such notice from the City to Concessionaire. On the date so specified, Concessionaire shall then quit and surrender the Concession Area to the City pursuant to the provisions of Subsection 13.7. Upon the termination of this Agreement by the City, all rights and interest of Concessionaire in and to the Concession Area and to this Agreement, and every part thereof, shall cease and terminate and the City may, in addition to any other rights and remedies it may have, retain all sums paid to it by Concessionaire under this Agreement, including but not limited to, beginning procedures to collect the Performance Bond in Section 14 herein.

In addition to the rights set forth above, the City shall have the rights to pursue any and all of the following:

- a. the right to injunction or other similar relief available to it under Florida law against Concessionaire; and/or
- b. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Concessionaire's default.

- 13.5 Concessionaire's Remedies for City's Default.
If an event of default, as set forth in this Section, by the City shall occur, Concessionaire may, after the expiration of the cure period, terminate this Agreement upon written notice to the City. Said termination shall become effective upon receipt of the written notice of termination by the City. On the date specified in the notice, Concessionaire shall quit and surrender the Concession Area to the City pursuant to the provisions of Subsection 13.7.
- 13.6 Termination for Convenience.
- 13.6.1 Notwithstanding any other provision of this Section 13, this Agreement may be terminated, in whole or in part, by the City, for convenience and without cause, upon the furnishing of sixty (60) days prior written notice to Concessionaire.
- 13.6.2 In the event of termination by the City pursuant to this subsection, Concessionaire herein acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind or nature, against the City, its agents, servants and employees (including, but not limited to, claims for any start-up costs, interference in business or damages for interruption of services, or interference in its concession operations). In no event shall the City be liable to Concessionaire for any indirect, incidental, special, lost profits or consequential damages.
- 13.7 Surrender of Concession Area.
At the expiration of this Agreement, or earlier termination in accordance with the terms of this Agreement, Concessionaire shall surrender the Concession Area in the same condition as the Concession Area was prior to the Commencement Date of this Agreement, reasonable wear and tear excepted. Concessionaire shall remove all its personal property, upon forty-eight (48) hours written notice from the City Manager or his designee unless a longer time period is agreed to by the City. Concessionaire's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of the Concession Area after termination of the Agreement shall constitute trespass by the Concessionaire, and may be prosecuted as such. In addition, the Concessionaire shall pay to the City One Thousand (\$1,000.00) Dollars per day as liquidated damages for such trespass and holding over.

SECTION 14. PERFORMANCE BOND OR ALTERNATE SECURITY.

Concessionaire shall, on or before the Commencement Date of this Agreement, furnish to the City Manager or his designee a Performance Bond in the penal sum as stated below for the payment of which Concessionaire shall bind itself for the faithful performance of the terms and conditions of this Agreement. A Performance Bond, in the amount of Two Thousand Two Hundred Fifty (\$2,250.00) Dollars, shall be required and be in faithful observance of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice, as determined by the City Manager or his designee in his reasonable discretion. The form of the Performance Bond or letter of credit shall be as required by the City Manager or his designee. In the event that a Certificate of Deposit is

approved, it shall be a Two Thousand Two Hundred Fifty (\$2,250.00) Dollar one-year Certificate of Deposit in favor of the City, which shall be automatically renewed, the original of which shall be held by the City's Chief Financial Officer. Concessionaire shall be so required to maintain said Performance Bond or alternate security, as accepted by the City Manager or his designee, in full force and effect throughout the Term of this Agreement. Concessionaire shall have an affirmative duty to notify the City, in writing, in the event said Performance Bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Concessionaire, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default.

SECTION 15. ASSIGNMENT.

Concessionaire shall not assign, sublease, grant any sub-concession or license, permit the use of by any other person other than Concessionaire, or otherwise transfer all or any portion of this Agreement and/or of the Concession Area (all of the forgoing are herein after referred to collectively as "transfers"), without the prior written consent of the City Manager, which consent shall not be unreasonably withheld.

Concessionaire shall notify the City Manager of any proposed transfer prior to consummation of same. In the event that any such transfer is approved, the transferee shall agree to be bound by all the covenants of this Agreement required of the transferor hereunder. Any transfer made without complying with this section shall be null, void, and of no effect and shall constitute an act of default under this Agreement. Notwithstanding any such consent, or any permitted transfer under any provision of this section, unless expressly released by the City Manager, Concessionaire shall remain jointly and severally liable (along with each approved transferee, who shall automatically become liable for all obligations of the transferor hereunder with respect to that portion of the Agreement so transferred), and the City shall be permitted to enforce the provisions of this Agreement directly against Concessionaire or any transferee of Concessionaire without proceeding in any way against any other person.

SECTION 16. SPECIAL EVENTS / SPONSORSHIPS.

16.1 The parties agree and acknowledge that Concessionaire's proposed use(s), as defined in Section 3 hereof, do not contemplate nor allow the production, promotion or sponsorship by the Concessionaire of special events in or around the Concession Area.

16.2 City Special Events.

Notwithstanding Subsection 16.1 herein, and in the event that the City, at its sole discretion, deems that it would be in the best interest of the City, the City reserves the right to displace the Concessionaire for City produced and/or sponsored special events and/or City produced and/or sponsored productions, upon five (5) days prior written notice to Concessionaire. Additionally, the aforesaid events may also require additional time for load-in and load-out of the event. In such cases, the City may request that Concessionaire cease and desist operations during the term of, and in the area of, the special event and/or production, and Concessionaire shall cease and desist during such time. To the extent that Concessionaire is displaced,

and/or required to cease and desist operations, City shall provide, calculated on a per diem basis for the period of time the Concession Area is non-operational, a credit against Concessionaire's PG amount, as delineated in Section 4.2 herein. If the Concessionaire is not required to close, or the City Manager or his designee determines that Concessionaire may remain open in such a manner as prescribed by the City, that will not interfere with the special event and/or production, Concessionaire shall use its best efforts, in either case, in cooperating with the City. If Concessionaire is allowed to remain open during special events and/or productions, Concessionaire may be allowed to have in operation its normal daily complement of equipment and staff. "Normal" shall be defined as equipment and staff that the Concessionaire customarily has available to service its patrons within the Concession Area on a normal business day (during its hours of operation).

16.3

Sponsorships.

The City reserves unto itself all present and future rights to negotiate all forms of endorsement and/or sponsorship agreements based on the marketing value of any City trademark, property, brand, logo and/or reputation. Any and all benefits derived from an endorsement and/or sponsorship agreement based on the marketing value of a City trademark property, brand, logo and/or reputation, shall belong exclusively to the City. Concessionaire shall be specifically prohibited from entering into, or otherwise creating any, sponsorships and/or endorsements with third parties which are based solely or in any part on the marketing value of a City trademark, property, brand, logo and/or reputation.

SECTION 17. NO IMPROPER USE.

Concessionaire will not use, nor suffer or permit any person to use in any manner whatsoever, the Concession Area for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. Concessionaire will protect, indemnify, and forever save and keep harmless the City, its officers, employees, contractors, agents or servants, from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of Concessionaire, or any of its officers, employees, contractors, agents or servants. In the event of any violation by Concessionaire, or if the City shall deem any conduct on the part of Concessionaire to be objectionable or improper, the City Manager or his designee shall have the right to suspend the concession operations should the Concessionaire fail to correct any such violation, conduct, or practice to the satisfaction of the City Manager or his designee within twenty-four (24) hours after receiving written or verbal notice of the nature and extent of such violation, conduct, or practice; such suspension to continue until the violation is cured. Concessionaire further agrees not to commence operations during the suspension until the violation has been corrected to the satisfaction of the City Manager or his designee.

SECTION 18. PRICE SCHEDULES.

- 18.1 Concessionaire agrees that prices charged for the sale of food and beverage service will be consistent with the price schedule(s) herein submitted by the Concessionaire and approved by the City and incorporated herein as exhibits to this Agreement. All subsequent price approvals and changes must be approved in writing by the City Manager or his designee, such approval not to be unreasonably withheld, delayed or conditioned. Prices shall be reasonably consistent with those charged for similar items in other similar public concessions in the City. The City shall have the final right of approval for all such prices and changes, such approval not to be unreasonably withheld, delayed or conditioned. Concessionaire agrees to refrain from the sale of any item identified as prohibited by the City and to sell only those items approved by the City. Concessionaire agrees to maintain an adequate supply necessary to accommodate park patrons.
- 18.2 Notwithstanding Subsection 18.1, Concessionaire acknowledges that the City has an existing "Concession Agreement for Operation of Vending Machines", dated October 19, 2005, which entitles the vendor to the placement of up to six (6) vending machines within South Pointe Park. Concessionaire shall at all times price products of similar type and/or volume in a manner equal or greater to the pricing of the vending machine item(s). At no time shall Concessionaire's item(s) be sold at a lower price than similar items sold in the vending machines.

SECTION 19. NOTICES.

All notices from the City to Concessionaire shall be deemed duly served upon receipt, if mailed by registered or certified mail with a return receipt to Concessionaire at the following addresses:

Kim E. Pham, Manager
Blissberry, LLC
332 Lincoln Road
Miami Beach, Florida 33139

With copies to:

Craig M. Dorne, P.A.
407 Lincoln Road, Penthouse SE
Miami Beach, Florida 33139

All notices from Concessionaire to the City shall be deemed duly served upon receipt, if mailed by registered or certified mail return receipt requested to the City of Miami Beach at the following addresses:

City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

With copy to:

Director of Real Estate, Housing & Community Development
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Concessionaire and the City may change the above mailing addresses at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

SECTION 20. LAWS.

- 20.1 Compliance.
Concessionaire shall comply with all applicable City, County, State, and Federal ordinances, statutes, rules and regulations (including but not limited to all applicable environmental City, County, State, and Federal ordinances, statutes, rules and regulations, as same may be amended from time to time.
- 20.2 Equal Employment Opportunity.
Neither Concessionaire nor any affiliate of Concessionaire performing services hereunder, or pursuant hereto, will discriminate against any employee or applicant for employment because of race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap. Concessionaire will take affirmative steps to utilize minorities and females in the work force and in correlative business enterprises.
- 20.3 No Discrimination.
Concessionaire agrees that there shall be no discrimination as to race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap, in its employment practice or in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation within the Concession Area. All facilities and services offered shall be made available to the public.

SECTION 21. MISCELLANEOUS.

- 21.1 No Partnership.
Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City and Concessionaire.
- 21.2 Modifications.
This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto. Concessionaire acknowledges that no modification to this Agreement may be agreed to by the City unless approved by the Mayor and City Commission except where such authority has been expressly provided herein to the City Manager.

- 21.3 Complete Agreement.
This Agreement, together with all exhibits incorporated hereto, constitutes all the understandings and agreements of whatsoever nature or kind existing between the parties with respect to Concessionaire's operations, as contemplated herein.
- 21.4 Headings.
The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.
- 21.5 Binding Effect.
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 21.6 Clauses.
The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.
- 21.7 Severability.
If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State, or Federal laws, then the same as so applied shall no longer be a part of this Agreement but the remainder of the Agreement, such provisions and the application thereof to other persons or circumstances, shall not be affected thereby and this Agreement shall be so modified.
- 21.8 Right of Entry.
The City, at the direction of the City Manager, shall at all times during hours of operation, have the right to enter into and upon any and all parts of the Concession Area for the purpose of examining the same for any reason relating to the obligations of parties to this Agreement.
- 21.9 Not a Lease.
It is expressly understood and agreed that no part, parcel, building, structure, equipment or space is leased to Concessionaire; that this Agreement is a concession agreement and not a lease, and that Concessionaire's right to operate, manage, and maintain the concession shall continue only so long as Concessionaire complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement.

Accordingly, Concessionaire hereby agrees and acknowledges that in the event of termination of this Agreement, whether due to a default by

Concessionaire or otherwise, Concessionaire shall surrender and yield unto the City the Concession Area, in accordance with Subsection 13.7 hereof, and the City shall in no way be required to evict and/or otherwise remove Concessionaire from the Concession Area as if this were a tenancy under Chapter 83, Florida Statutes, nor shall Concessionaire be afforded any other rights afforded to nonresidential tenants pursuant to said Chapter (the parties having herein expressly acknowledged that this Agreement is intended to be a concession agreement and is in no way intended to be a lease).

21.10 Signage.

Concessionaire shall provide, at its sole expense and responsibility, any required signs at its concession. All advertising, signage and postings shall be approved by the City, and shall be in accordance with all applicable Municipal, County, State and Federal laws and regulations. Any signage posted by Concessionaire shall be subject to the prior approval of the City as to size, shape and placement of same, such approval not to be unreasonably withheld, delayed or conditioned.

21.11 Conflict of Interest.

Concessionaire shall perform its services under this Agreement and conduct the concession operation(s) contemplated herein, in a manner so as to show no preference for other concession operations/facilities owned, operated, managed, or otherwise controlled by Concessionaire.

21.12 No Waiver.

21.12.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

21.12.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

21.12.3 The receipt of any sum paid by Concessionaire to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation (and not as rent), unless such breach be expressly waived in writing by the City.

21.13 No Third Party Beneficiary.

Nothing in this Agreement shall confer upon any person or entity, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies by reason of this Agreement.

SECTION 22. LIMITATION OF LIABILITY.

The City desires to enter into this Agreement placing the management and operation of the Concession Area in the hands of a private management entity only if so doing the City can place a limit on its liability for any cause of action for breach of this Agreement, so that its liability for any such breach never exceeds the sum of Ten Thousand (\$10,000.00) Dollars. Concessionaire hereby expresses its willingness to enter into this Agreement with a Ten Thousand (\$10,000.00) Dollar limitation on recovery for any action for breach of contract. Accordingly, and in consideration of the separate consideration of Ten Thousand (\$10,000.00) Dollars, the receipt of which is hereby acknowledged, the City shall not be liable to Concessionaire for damages to Concessionaire in an amount in excess of Ten Thousand (\$10,000.00) Dollars, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

SECTION 23. VENUE.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **THE CITY AND CONCESSIONAIRE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND CONCESSIONAIRE MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONCESSION AREA.**

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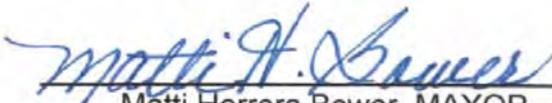
IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their agreement.

Attest:

CITY OF MIAMI BEACH, FLORIDA



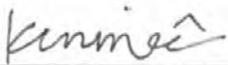
Robert Parcher, CITY CLERK



Matti Herrera Bower, MAYOR

Attest:

Signature/Secretary



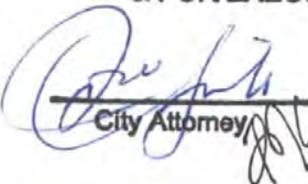
Kim E. Pham, Manager

(Print Name)

CORPORATE SEAL
(affix seal here)

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

11/22/16

Date

EXHIBIT 3.1.1

Menu & Prices
(page 1 of 2)



365 Days a Year : 9am-Sunset

Beach service till Sunset daily



bliss beverages

<i>bliss H2O: Pure fresh bottled bliss , you may want 2. 1 to take home.</i>	\$2
<i>Lychee Green Tea: A SOBE Favorite , Sweet or Un-Sweetened, your bliss</i>	\$2
<i>Fresh Squeezed Soda Lemonade: made w/ fresh squeezed local lemons, it will bubble up your day</i>	\$4
<i>Fresh Squeezed Lemonade: Made fresh daily with local lemons</i>	\$4
<i>Vietnamese Iced Coffee 16oz: Gourmet coffee w/ condensed milk, shaken and served over ice</i>	\$4
<i>Fresh Squeezed Juice 16 oz: 100% Local and freshly squeezed to perfection. You can taste the freshness</i>	\$4
<i>Fresh Squeezed Smoothies 16 oz:</i>	\$6
<i>blissberry snow bubble A fresh blended fruit smoothie layered over a tapioca ball treat</i>	\$6



Gourmet blissberry Yogurt

Mini: 4 oz w/ Toppings	\$5.00
Medium: 8 oz w/ Toppings	\$6.00
Mega: 16 oz w/ Toppings	\$8.50

Gourmet Cupcakes / Snacks

Mini	\$1.50
The Big Kid	\$3.00
Bliss Snacks	3 / \$5.00

Bringing Bliss to you!



EXHIBIT 3.1.1

Menu & Prices
(page 2 of 2)



Yogurt Bar & Beach Grill



Good Morning Miami

Morning Pastries

\$6

Hot off The Press

Panini

\$9

Quesadilla: Made with blended cheese and pressed to perfection

\$9

Soups and salads

Skinny Dip: *Fresh cut Veggies w/ Dip*

\$9

blissberry Signature Salad

\$10

Fruit Salad: A medley of fresh fruits

\$10

Caesar Salad w/ Grilled or Blackened Chicken

\$12

Soup of the Day: Prepared w/ only the freshest ingredients you will always be satisfied

\$4 cup

\$8 bowl

Tots & Tins

No Meat please Quesadilla, filled with fresh grated cheese and

\$6

Grilled Kosher Hot Doggie Dog

\$6

The Grilled Cheese: A perfect grilled cheese sandwich made with your bread of choice

\$6

Try it with toppings! add (\$1) each

\$7

South Point

World Famous Miami Beach, Fl 33159

Tel 305 558-5150

TEXT: Bliss2Go

*Cash or The Bliss Loyalty Card accepted only! 10% DISCOUNT w/ Loyalty Card
Bringing bliss to you!*



EXHIBIT 3.1.2

Concessionaire's Equipment List

Bread Rack
Freezer
Prep Table with fridge
Toaster
Juicers (2)
Blenders (2)
Cash Register
Television

EXHIBIT 10.1.1
Concessionaire's Improvements

Concessionaire does not anticipate the need to make any improvements.

EXHIBIT 21.10
Concessionaire's Signage

(TO BE SUBMITTED BY CONCESSIONAIRE)

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Discussion Item

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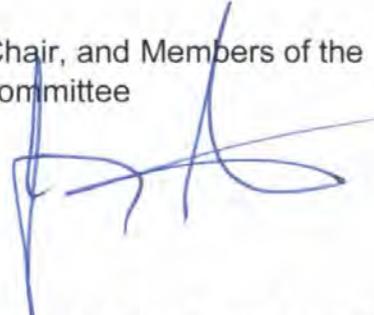
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Commissioner Jonah Wolfson, Chair, and Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager 

DATE: April 8, 2015

SUBJECT: Discussion regarding the City's agreement with Xerox State and Local Solutions, Inc. for the Photo Red Light Enforcement (PRL) Program

Background:

In April 2010, the City of Miami Beach entered into a contract with Xerox State and Local Solutions, Inc. to begin a photo red light (PRL) ticket enforcement program. A total of 10 cameras were located throughout the City, from 17th Street in the South to 71st Street and Indian Creek in the North. While some cameras were installed in 2010, the program only became fully operational at 9 intersections in 2011.

The intent of the PRL program is to improve public safety by reducing motor vehicle crashes at traffic signal intersections by holding red-light offenders accountable for their violations. The Miami Beach Police Department currently manages the program and monitors 10 cameras in 9 different intersections throughout the city. The City of Miami Beach's contract with Xerox is set to expire in May 2015. The Commission must make a policy decision whether to renew or modify the agreement

Analysis:

In order to inform the Commission's decision on whether to renew the contract, a multi-year break down for traffic crash data is illustrated. Additional detail regarding types of crashes by location is also provided.

Traffic Crashes with Injuries, by calendar year at PRL Intersections
Cameras implemented mid-year 2010, 2011 first full year of RLC data

Intersections	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
17 th / Washington Ave	13 Crash 2 Inj	6 Crash 0 Inj	8 Crash 3 Inj	12 Crash 1 Inj	13 Crash 3 Inj	12 Crash 2 Inj	9 Crash 3 Inj	5 Crash 0 Inj	6 Crash 2 Inj	8 Crash 2 Inj
17 th / Alton Rd	12 Crash 2 Inj	14 Crash 2 Inj	13 Crash 2 Inj	15 Crash 4 Inj	13 Crash 4 Inj	6 Crash 0 Inj	14 Crash 2 Inj	6 Crash 1 Inj	11 Crash 1 Inj	27 Crash 0 Inj
Dade Blvd/ Washington Ave	13 Crash 2 Inj	8 Crash 1 Inj	7 Crash 1 Inj	1 Crash 0 Inj	2 Crash 0 Inj	5 Crash 0 Inj	4 Crash 0 Inj	1 Crash 0 Inj	4 Crash 1 Inj	7 Crash 1 Inj
23rd St/ Dade Blvd	3 Crash 0 Inj	3 Crash 0 Inj	3 Crash 1 Inj	2 Crash 0 Inj	3 Crash 1 Inj	4 Crash 0 Inj	0 Crash 0 Inj	0 Crash 0 Inj	1 Crash 0 Inj	4 Crash 0 Inj
41st St/ Prairie Ave	3 Crash 1 Inj	4 Crash 2 Inj	7 Crash 1 Inj	3 Crash 0 Inj	3 Crash 0 Inj	3 Crash 1 Inj	4 Crash 0 Inj	2 Crash 0 Inj	1 Crash 0 Inj	3 Crash 0 Inj
Chase/ and Alton Rd	2 Crash 1 Inj	1 Crash 0 Inj	4 Crash 0 Inj	1 Crash 0 Inj	5 Crash 0 Inj	5 Crash 2 Inj	4 Crash 2 Inj	1 Crash 1 Inj	1 Crash 0 Inj	1 Crash 0 Inj
63rd Street/ Indian Creek	22 Crash 4 Inj	13 Crash 2 Inj	12 Crash 1 Inj	5 Crash 1 Inj	7 Crash 1 Inj	6 Crash 0 Inj	8 Crash 2 Inj	2 Crash 1 Inj	1 Crash 0 Inj	7 Crash 1 Inj
Abbott Ave/Indian Creek	5 Crash 0 Inj	3 Crash 0 Inj	1 Crash 0 Inj	5 Crash 0 Inj	5 Crash 0 Inj	2 Crash 0 Inj	1 Crash 1 Inj	0 Crash 0 Inj	1 Crash 0 Inj	5 Crash 1 Inj
71st St and Indian Creek	4 Crash 0 Inj	8 Crash 2 Inj	10 Crash 3 Inj	4 Crash 1 Inj	11 Crash 1 Inj	5 Crash 1 Inj	4 Crash 1 Inj	1 Crash 1 Inj	3 Crash 1 Inj	7 Crash 1 Inj

Year	Total Crashes	Number of Injuries
2005:	77	12
2006:	60	9
2007:	65	12
2008:	48	7
2009:	62	10
2010:	48	6
2011:	48	11
2012:	23	4
2013:	29	5
2014:	69*	6

*Important note: The MBPD believes that the 2013-2014 data is skewed by the extraordinary traffic conditions in South Beach due to road construction during that time, particularly in the West Ave/Alton Road corridor.

When analyzing safety, it is important to also consider the fact that fewer crashes translate to better traffic flow. It is estimated that each traffic crash takes police officers 1.5 hours to respond, investigate and clear the roadway. Fewer traffic crashes mean less frequent lane closures, maximizing unrestricted traffic flow and reallocating police resources to other calls for service. To help illustrate this, the number of traffic crashes, with corresponding collision type and camera location, is attached (see supporting material, 2005-14 data).

FISCAL IMPACT (see supporting material)

Since the program's initial investment, revenue has surpassed expenditures. Until this analysis, however, *all staff salaries* specifically dedicated to the operation of this program was not included as expenditures. The "True Cost" column factors in all salaries/benefits under the current operation of the PRL program. With this correction, a surplus of \$189,000 is projected for FY 15/16.

The Miami Beach Police Department has also discussed expanding the program by adding five additional cameras. These would be strategically placed throughout the city at key intersections. The new cameras, along with a recommended relocation of an existing camera, will encompass upgraded technology that will enhance picture quality. It is estimated that if these additional cameras are added, the surplus above expenses for the PRL program would move from \$189,000 to \$355,000 annually.

A breakdown of the data specific to ticket fine amounts, as governed by legislation, is noted below:

- Each ticket cost \$158.00
- State of Florida collects: \$83.00
- City of Miami Beach collects \$75.00

Proposal:

- Increase the number of cameras by five and deploy to the following, high volume traffic crash intersections:
 - Collins Avenue (SR A1A) and 67th Street
 - MacArthur Causeway EB (SR A1A) and Bridge
 - MacArthur Causeway WB (SR A1A) and South Fountain Street
 - Alton Road (SR 907) and Michigan Avenue
 - Washington Avenue and 14th Street
- Move at least one (1) of the current ten (10) cameras that is underperforming to a location(s) where current traffic crash data indicates they would be better utilized in addressing safety and subsequently, traffic flow.

Request:

The City seeks guidance from the Commission on whether to renew or modify the current contract with Xerox State and Local Solutions, as it is set to expire in May. The City of Miami Beach has several options:

- Renew contract for a defined period of time
- Renew on a month-to-month basis
- Allow an expansion of five additional cameras
- Allow the contract and the PRL program to expire

JLM:DJ0:WRG:tr

Attachments

Revenue Area	FY 2011-12	FY 2012-13	FY 2013-14	FY14/15 Adopted Budget	Actual as of 02/27/15	FY 2014-15 Projections	FY15/16 Budget Request	True Cost	Projections based on the addition of 5 new cameras	Notes
Special Master - Redlight Camera (149-354012)	-	-	-	108000	-	-	-	-	-	Projected revenue based on the addition of 5 new cameras
Red Light Camera Violation (149-354030)	249,398	299,089	983,381	720,000	258,948	906,785	779,000	779,000	1,168,500	Projected revenue based on the addition of 5 new cameras
Red Light Camera Violation (011-354030)	-	-	-	-	-	-	-	-	-	
Red Light Camera Violation < 7/1/10 (149-354031)	75	-	-	5000	2,175	5,000	5,000	5,000	7,500	Projected revenue based on the addition of 5 new cameras
Red Light Camera Processing Fees (149-354032)	(257)	(50)	259	35,000	7,644	16,602	35,000	35,000	52,500	Projected revenue based on the addition of 5 new cameras
Red Light Camera Violation < 7/1/10 (011-354031)	-	-	-	-	-	-	-	-	-	
Red Light Camera Via MDC (149-354033)	41,300	26,253	52,177	28,000	7,197	52,211	53,000	53,000	79,500	Projected revenue based on the addition of 5 new cameras
Total	290,515	325,293	1,035,816	896,000	275,963	980,598	872,000	872,000	1,308,000	
Expenditure Area										
000111 Salaires	-	-	7,569	43000	13,549.66	54,013	57,000	167,000	167,000	Salaires: Civilian Traffic Control Officer - \$43,560.00, RLC Police Officer Review - \$56,130 & Cler to Special Master - \$56,630
000135 Overtime	-	-	19	-	57.52	58	-	-	-	
000139 Work above class	-	-	-	-	-	8	-	-	-	
000153 Allowances	-	-	-	-	-	-	-	2,000	2,000	UPDATED
000161 Pension	-	-	-	0	-	-	15,000	42,000	42,000	UPDATED
000162 Health Insurance	-	-	1,290	5000	3,300.74	11,076	14,000	15,000	15,000	UPDATED
000165 Social Security	-	-	100	1000	172.98	703	1,000	3,000	3,000	UPDATED
000167 OPEG Contributions	-	-	1,675	-	-	-	-	-	-	
000312 Professional Services	-	-	-	-	-	-	-	10,000	10,000	UPDATED
000313 Bank Fees	1,000	1,881	2,774	2,000	-	10,099.16	3,000	3,000	4,500	Projected expense based on the addition of 5 new cameras
00321 Postage & Shipping	21,000	3,386	10,084	14,000	752.22	10,099	15,000	15,000	22,500	Projected expense based on the addition of 5 new cameras
00349 Other Contractual Services	380,000	284,793	426,600	426,000	35,550.00	426,600	426,000	426,000	687,000	Projected expense based on the addition of 5 new cameras
000900 Savings	-	-	-	405,000	255	-	341,000	-	-	Projected expense based on the addition of 5 new cameras
Total	402,000	290,061	450,112	896,000	53,638	512,657	872,000	683,000	953,000	
Surplus/ (Deficit)	(111,485)	35,232	585,704	-	222,326	467,341	-	189,000	355,000	

Intersections	Category	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
17th St and Washington Ave											
(Eastbound and Southbound)											
	Total Crashes	13	6	8	12	13	12	9	5	6	8
	Injuries	2	0	3	1	3	2	3	0	2	2
	Angle	7	4	2	9	6	5	4	3	2	4
	Rear End	2	0	0	1	0	3	0	1	1	1
	Side Swipe	3	0	3	1	3	1	0	1	0	1
	Head-on	0	2	0	0	2	0	1	0	1	0
	Single Vehicle	1	0	0	0	0	0	0	0	0	0
	Pedestrian	0	0	0	0	0	1	1	0	2	0
	Motorcycle	0	0	2	1	1	2	2	0	0	1
	Bicycle	0	0	1	0	1	0	1	0	0	1
17th St and Alton Rd											
(Westbound)											
	Total Crashes	12	14	13	15	13	6	14	6	11	27
	Injuries	2	2	2	4	4	0	2	1	1	0
	Angle	4	5	7	4	4	5	4	6	2	10
	Rear End	1	2	3	4	6	0	0	0	2	1
	Side Swipe	5	5	3	4	1	1	6	0	5	16
	Head-on	0	0	0	0	0	0	0	0	1	0
	Single Vehicle	1	1	0	0	0	0	0	0	0	0
	Pedestrian	1	1	0	2	0	0	1	0	0	0
	Motorcycle	0	0	0	0	1	0	0	0	0	0
	Bicycle	0	0	0	1	1	0	3	0	1	0
Dade Blvd and Washington Ave											
(Eastbound)											
	Total Crashes	13	8	7	1	2	5	4	1	4	7
	Injuries	2	1	1	0	0	0	0	0	1	1
	Angle	7	4	5	0	0	2	2	0	2	2
	Rear End	2	1	2	0	0	1	1	0	0	0
	Side Swipe	2	2	0	1	2	1	1	1	1	2
	Head-on	1	1	0	0	0	0	0	0	0	3
	Single Vehicle	1	0	0	0	0	0	0	0	0	0
	Pedestrian	0	0	0	0	0	0	0	0	0	0
	Motorcycle	0	0	0	0	0	0	0	0	1	0
	Bicycle	0	0	0	0	0	1	0	0	0	0

23rd St and Dade Blvd											
(Westbound)											
Total Crashes	3	3	3	2	3	4	0	0	1	4	
Injuries	0	0	1	0	1	0	0	0	0	0	
Angle	2	1	0	0	0	1	0	0	0	1	
Rear End	0	0	1	1	0	3	0	0	0	0	
Side Swipe	1	2	1	1	2	0	0	0	1	3	
Head-on	0	0	0	0	0	0	0	0	1	0	
Single Vehicle	0	0	0	0	0	0	0	0	0	0	
Pedestrian	0	0	0	0	1	0	0	0	0	0	
Motorcycle	0	0	1	0	0	0	0	0	0	0	
Bicycle	0	0	0	0	0	0	0	0	0	0	
41st St and Prairie Ave											
(Northbound)											
Total Crashes	3	4	7	3	3	3	4	2	1	3	
Injuries	1	2	1	0	0	1	0	0	0	0	
Angle	1	3	2	1	0	1	0	2	1	2	
Rear End	1	1	4	2	3	1	2	0	0	0	
Side Swipe	1	0	1	0	0	0	0	0	0	0	
Head-on	0	0	0	0	0	0	1	0	0	0	
Single Vehicle	0	0	0	0	0	0	1	0	0	0	
Pedestrian	0	0	0	0	0	1	0	0	0	1	
Motorcycle	0	0	0	0	0	0	0	0	0	0	
Bicycle	0	0	0	0	0	0	0	0	0	0	
Chase Ave and Alton Rd											
(Northbound)											
Total Crashes	2	1	4	1	5	5	4	1	1	1	
Injuries	1	0	0	0	0	2	2	1	0	0	
Angle	0	0	2	1	3	4	1	1	1	0	
Rear End	0	1	2	0	2	0	3	0	0	0	
Side Swipe	2	0	0	0	0	0	0	0	0	1	
Head-on	0	0	0	0	0	0	0	0	0	0	
Single Vehicle	0	0	0	0	0	0	0	0	0	0	
Pedestrian	0	0	0	0	0	0	0	0	0	0	
Motorcycle	0	0	0	0	0	1	0	0	0	0	
Bicycle	0	0	0	0	0	0	0	0	0	0	
63rd St and Indian Creek											
(Southbound)											
Total Crashes	22	13	12	5	7	6	8	2	1	7	
Injuries	4	2	1	1	1	0	2	1	0	1	
Angle	6	11	8	3	4	2	2	2	0	2	
Rear End	1	0	2	0	1	1	3	0	1	3	

	Side Swipe	1	0	2	1	2	3	3	0	0	2
	Head-on	2	0	0	0	0	0	0	0	0	0
	Single Vehicle	12	2	0	1	0	0	0	0	0	0
	Pedestrian	0	0	0	0	0	0	0	0	0	0
	Motorcycle	0	0	0	0	0	0	0	0	0	0
	Bicycle	0	0	0	0	0	0	0	0	0	0
Abbott Ave and Indian Creek											
(Southbound)											
	Total Crashes	5	3	1	5	5	2	1	0	1	5
	Injuries	0	0	0	0	0	0	1	0	0	1
	Angle	3	0	1	2	1	1	0	0	0	2
	Rear End	1	1	0	2	1	0	0	0	0	1
	Side Swipe	0	2	0	1	1	1	0	0	1	2
	Head-on	1	0	0	0	0	0	1	0	0	0
	Single Vehicle	0	0	0	0	1	0	0	0	0	0
	Pedestrian	0	0	0	0	0	0	0	0	0	0
	Motorcycle	0	0	0	0	1	0	0	0	0	0
	Bicycle	0	0	0	0	0	0	0	0	0	0
71st St and Indian Creek											
(Northbound)											
	Total Crashes	4	8	10	4	11	5	4	4	3	7
	Injuries	0	2	3	1	1	1	1	1	1	1
	Angle	3	2	4	1	3	3	2	4	2	5
	Rear End	0	3	3	0	4	2	1	0	1	1
	Side Swipe	0	1	2	2	2	0	0	0	0	1
	Head-on	1	1	0	1	1	0	0	0	0	0
	Single Vehicle	0	0	1	0	0	0	0	0	0	0
	Pedestrian	0	1	0	0	0	0	0	0	0	0
	Motorcycle	0	0	0	0	0	0	0	0	0	0
	Bicycle	0	0	0	0	1	0	1	0	0	0

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F&CWP Pending Items - Commission Referrals

Attachment 1

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
188	Discussion regarding The Greater Miami Convention and Visitors Bureau Interlocal Agreement	Tourism, Culture and Economic Development	March 5, 2014 Commission Item C4F	Max Sklar	9/2/2015	7/18/2014 The Committee recommended moving this item to the August 13, 2014 Budget meeting and then finalized at the September 10, 2014 Commission meeting with no recommendation. 8/13/14 The Committee recommended moving forward on a month to month extension under the current contracted terms not to exceed one (1) year. The intent is for staff to re-negotiate an incentive base plan that establishes a base fee and an incentive fee to be paid based on the overall achievement of annual performance goals. Budget is to also add a line item for an owner's representative that is not to exceed \$161,000 at the City Manager's discretion. Staff is to bring back the item to Committee once negotiations are completed, 1/7/15 Item deferred to February 2/2/15 The Committee recommended that the Greater Miami Convention and Visitors Bureau bring back a report or presentation to the Finance Committee as to how they promote Miami Beach. 3/2/15 The Committee recommended bringing this item back to the Finance Committee with a budget presentation explaining how funds are being spent.
189	Discussion regarding the Miami Beach Police Athletic League (PAL)	Joy Malakoff	March 5, 2014 Commission Item R9N	Arthur Martineau	6/12/2015	3/21/2014 Item to be brought back when their audit is complete 9/24/14 The Committee recommended deferring Item #210 to the November Finance committee meeting. Internal Audit and Miami Beach Police Athletic League are to bring back the results of implementing the operational audit findings. 12/12/14 The Committee recommended bringing this item back to the March Finance and Citywide Committee meeting with a resolution to the aforementioned issues between the Police Athletic League (PAL) and the City. There are scheduled meetings with members from the City Attorney's Office and the City Manager's office with PAL representatives.
192	Discussion regarding Police and Parking Department Towing Permit Requirements	Parking	April 23, 2014 Commission Item C4G	Saul Frances	5/12/2015	5/20/14 The Committee recommended no action and that Saul Frances Parking Director follow up on the implementation of the technology enhancements. This item is to be brought back to the September Finance Committee Meeting. 9/24/14 Item deferred to November meeting. 11/12/14 The Committee recommended bringing back the improved technology enhancements after the Police have had a chance to implement audio/video recordings and body cameras for both sworn and civilian city personnel.
194	Discussion regarding whether or not to pursue food and beverage concessions for Soundscape Park, Collins Park, and the Miami Beach Botanical Garden	Tourism, Culture and Economic Development	May 21, 2014 Commission Item C4C	Max Sklar	7/7/2015	6/20/14 The Committee recommended pursuing food and beverage concessions through the pop up concept or food trucks for Soundscape Park, Collins Park and the Miami Beach Botanical Garden to begin in October. 1/7/15 The Committee recommended moving forward with the Soundscape Park term sheet presented. The Committee also determined that Collins Park will go out as a Request for Letter of Interest for a pop up or a temporary food concession concept and the results are to be brought back to the Finance Committee. In reference to the Botanical Gardens the Committee is waiting for staff to bring back additional concepts.

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
198	A Resolution Approving The Purchase Of Flood Insurance, All-Risk Property Insurance, Including Windstorm, Boiler & Machinery Insurance For City Buildings And Contents (Including New Construction), And Fine Arts Insurance (Bass Museum), As Proposed By Arthur J. Gallagher Risk Management Services, Inc., The City's Broker Of Record	Human Resources	May 28, 2014 Commission Item R7E	Silvia Crespo-Tabak	11/28/2014	6/20/14 The Committee recommended that based on the State's recommendation to increase coverage and the increasing value of our properties, the City should increase its current coverage to \$15 million for the upcoming year and going forward, look into reaching the target coverage of \$25 million over the next 2 to 3 years. 8/13/14 The Committee recommended that Staff maintain the \$330,000 enhancement for increased windstorm coverage, but amend the description to offset the existing deficit instead of covering additional windstorm insurance premium. The funds could potentially be used during Fiscal Year 2015 to purchase additional insurance prior to next year's hurricane season, depending on feedback from the State.
208	Discussion regarding Parking Demand Analysis/Walker Parking Consultants	Parking	July 23, 2014 Commission Item C4I	Saul Frances	6/12/2015	12/12/14 The Committee took no action, but encouraged the Administration to return when potential solutions are identified.
210	Discussion regarding Exploring Issues brought up in an Internal Audit of the Miami Beach Police Athletic League (PAL), specifically regarding utility fees that are past due	Michael Grieco	July 23, 2014 Commission Item C4O	James Sutter	3/24/2015	9/24/14 The Committee recommended deferring this matter to the November Finance committee meeting. Internal Audit and Miami Beach Police Athletic League are to bring back the results of implementing the operational audit findings.
215	Discussion regarding Flooding and Sea Rise Regarding The 2015-2016 Storm Water Utilities Methodology	Michael Grieco Mayor's Blue Ribbon Panel	September 10, 2014 Commission Item C4G	Bruce Mowry	6/12/2015	12/12/14 No later than February Meeting
220	Discussion regarding Potential Purchase Of Air Rights For 6940 Abbott Avenue From AT&T For Future Development Of A Parking Garage In The North Beach Town Center	Tourism, Culture and Economic Development	September 10, 2014 Commission Item C4B	Max Sklar	3/24/2015	9/24/14 The Committee recommended hosting a North Beach Revitalization workshop for the City Commission and then also simultaneously negotiating with AT&T.
221	A Discussion To Consider A Request for Rent Relief From Penn 17, LLC., Regarding The Retail Space At The Pennsylvania Avenue Parking Garage			Max Sklar	3/24/2015	9/24/14 The Committee directed staff to secure some payment of rent from the tenant that shows their ability to pay. Also, under the City Manager's direction, hire an expert that can provide feedback on a lease modification that is in line with the current market rental rates for this location.
230	Discussion regarding the issuance of new Police and Parking Department towing permits to Beach Towing Services, Inc. and Tremont Towing, Inc.	Jonah Wolfson	October 22, 2014 Commission Item C4D	Saul Frances	4/12/2015	11/12/14 Item Deferred
232	Referral To The December 12, 2014 Finance & Citywide Projects Committee To Amend The Living Wage Ordinance Insurance Provision In Light Of ObamaCare	Deede Weithorn	November 19, 2014 Commission Item C4D	Alex Denis	6/12/2015	12/12/14 Item deferred to February
234	Referral To The Finance And Citywide Projects Committee A Discussion Regarding The Live Nation Management Agreement For The Jackie Gleason Theater.	Tourism, Culture and Economic Development	November 19, 2014 Commission Item C4F	Max Sklar	9/2/2015	12/12/14 Item deferred to January. 1/7/15 Item deferred to February 2/2/15 The Committee instructed staff bring this item back showing the potential credits/refunds with the Required City Distribution. 3/2/15 The Committee recommended bringing this item back to the Finance Committee after Administration has re-negotiated the contract terms.

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
238	Referral To The December 12, 2014 Finance And Citywide Projects Committee To Discuss A Public Private Partnership For A Two-Story Parking Structure To Be Erected Over Both City Parking Lot P62 And A Private Parking Lot, On 42nd Street, Between Jefferson Street And Meridian Avenue.	Deede Weithorn	November 19, 2014 Commission Item C4K	Saul Frances	8/12/2015	12/12/14 Item deferred to January. 1/7/15 Item deferred to February 2/2/15 Item deferred.
240	Discussion Regarding The Miami Beach Convention Center Booking Policy.	Tourism, Culture and Economic Development	November 19, 2014 Commission Item R9G	Max Sklar	9/2/2015	12/12/14 Item deferred to January. 1/7/15 Item deferred to February 2/2/15 The Committee recommended bringing this item back to the Finance Committee after Administration has had a chance to do outreach to the Convention Center clients and provide more information before this item is sent to Commission. 3/2/15 The Committee recommended staff bring this item back to the Finance Committee with the recommendation of changes and proposals.
243	Discussion Regarding A Funding Time Line For The New Teen Center	Deede Weithorn	December 17, 2014 Commission Item C4A	John Rebar	6/17/2015	
245	Discussion Regarding Entering Into An Employment Agreement With The City Clerk	Deede Weithorn	December 17, 2014 Commission Item C4C	Sylvia Crespo-Tabak	6/17/2015	1/7/15 The Committee recommended moving this item to the Commission with staggered terms for the City Manager, City Clerk and the City Attorney. City Attorney date set for 2017, the City Clerk set for 2018 and the City Manager set for 2019. Chairperson Deede Weithorn has volunteered to work on developing the contract for the City Clerk. It was also recommended that the compensation and contract terms be discussed at an informal meeting open to the public.
247	Discussion Regarding Partial Payments Of Annual And Sick Leave For Participants Of The Deferred Retirement Option Plan (DROP)	Deede Weithorn	December 17, 2014 Commission Item C4E	Sylvia Crespo-Tabak Patricia Walker	6/17/2015	1/7/15 Item deferred to February
250	Referral To The February 2, 2014 Finance And Citywide Projects Committee To Discuss Implementing A Contractor Prequalification Program In An Effort To Expedite Infrastructure Improvements	Deede Weithorn	January 14, 2015 Commission Item C4B	Alex Denis	7/14/2015	2/2/15 Item deferred.
253	Discussion Regarding The Requirement For City Contractors To Provide Equal Benefits For Domestic Partners	Deede Weithorn	January 14, 2015 Commission Item C4J	Alex Denis	7/14/2015	2/2/15 Item deferred.
261	Discussion Regarding The Concession Agreement For The Management And Operation Of A Food And Beverage Concession, Currently Operated By Blissberry, LLC., Located In A Portion Of The South Pointe Park Pavilion Building	Tourism, Culture and Economic Development	February 11, 2015 Commission Item C4A	Max Sklar	8/11/2015	3/2/15 The Committee recommended extending the Concession Agreement for a period of five (5) years, maintaining the Concession Fee at fifteen percent (15%) of gross sales with an increase to the Minimum Guarantee of twenty five thousand dollars (\$25,000) annually, payable in equal quarterly installments of six thousand two hundred and fifty dollars (\$6,250) each.
263	Discussion Regarding The Construction Of A Parking Garage At The 27th Street And Collins Avenue Parking Lot	Parking	February 11, 2015 Commission Item C4C	Saul Frances	9/2/2015	3/2/15 The Committee recommended staff involve the Walker Parking Consultants that conducted the study to provide the numbers again, check for accuracy of the study and to bring those results back to the Finance Committee. Mr. Max Sklar was asked to further investigate the valet parking in Municipal Parking Lot No. P55.
265	Discussion For Approval To Authorize The Issuance Of A Request For Proposals (RFP) For Security Guard Services	Emergency Management/ Procurement	February 11, 2015 Commission Item R2A	Chuck Tear Alex Denis	9/2/2015	3/2/15 The Committee recommended staff reconvene the working group to review the changes recommended by David Custin, lobbyist for G4S Security, and bring back a draft of the RFP 2015-013-WG for Security Officer Services with any proposed changes.
267	Discussion Regarding The Audit Committee Recommendations Regarding Fee In Lieu Of Parking	Joy Malakoff	February 25, 2015 Commission Item C4E	James Sutter Carmen Sanchez	8/25/2015	
268	Discussion On The City's Agreement With Xerox State And Local Solutions For The Red Light Enforcement Program	Police	March 11, 2015 Commission Item C4C	Daniel Oates	9/11/2015	
269	Discussion Regarding The Issuance Of A Solicitation For The Placement Of ATM Machines On City Owned Property (i.e. City Owned Parking Garages, etc.)	Jonah Wolfson	March 11, 2015 Commission Item C4J	Max Sklar	9/11/2015	
270	Discussion Regarding Valet Parking	Michael Grieco	March 11, 2015 Commission Item R9S	Saul Frances Patricia Walker	9/11/2015	

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271	Discussion Regarding A Resolution Urging The State Legislature And Miami-Dade County School Board (School Board) To Reduce Class Sizes In Miami Beach Feeder Pattern Schools To Conform To Article IX, Section (1)(a) Of The Florida Constitution; And Lobby The State Legislature To Expand The List Of "Core Curriculum" Courses Rather Than Continue To Eliminate Core Curriculum Courses, Like Advanced Placement Classes, From The Class Size Amendment Requirements Of The Florida Constitution By Calling Such Courses "Extracurricular"; And Call Upon The School Board To Voluntarily Subject Itself To The Class Size Requirements For All Classes, Whether They Are Considered Core Curriculum Or Extracurricular.	Michael Grieco City Attorney	March 11, 2015 Commission Item R7N	Michael Grieco	9/11/2015	