

MIAMI BEACH

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 22, 2016

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for April 22, 2016, at 2:30 P.M. in the Commission Chambers.

The agenda is as follows:

NEW BUSINESS

1. **Discussion Regarding Referral To The Neighborhood/Community Affairs Committee To Discuss Proposed Site Options For New Fire Station No. 1**

David Martinez – Capital Improvement Projects Director
Virgilio Fernandez – Fire Chief

2. **Discussion Regarding The Creation Of The Ocean Court Green Alley Española Way (East) Green Alley**

Eric Carpenter – Assistant City Manager

AGENDA ADDENDUM – ITEMS REFERRED FROM APRIL 13, 2016 COMMISSION MEETING

3. **Discussion to Consider And Explore The Impact Of A Car Sharing Pilot Program**

Jose Gonzalez – Transportation Director

4. **Discussion Regarding A Review Of The Fine Schedule For Littering On The Beach**

Eric Carpenter – Assistant City Manager

5. **Discussion Regarding Miami New Drama Becoming The Resident Theater And Venue Manager For The Colony Theater As A Pilot Program**

Max Sklar – Tourism, Culture & Economic Development Director

6. Discussion Regarding The Creation Of The City Of Miami Beach Transportation Fund

Jose Gonzalez – Transportation Director
Allison Williams – Chief Financial Officer

7. Discussion To Consider Adopting The Disability Access Committee's Request For The City To Support Power Access Inc. For Disability Awareness Events

Max Sklar – Tourism, Culture & Economic Development Director

8. Discussion To Consider The Closed Captioning For The Hearing Impaired Of The City's Video-Recorded Meetings And Events

Tonya Daniels – Office of Communications Director

9. Discussion Regarding The Vacation Of A Portion Of The Alley Between Alton Road And West Avenue, Just South Of 17th Street – As Part Of A Proposed Mixed Use Project That Will Include Residential, Retail And Structured Parking, Including Public Parking

Thomas Mooney – Planning Director

Finance and Citywide Projects Committee Meetings for 2016:

May 20

June 17

July 22

September 23

October 28

November 18

December 16

AW/kd

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

Cc. Mayor and Members of the City Commission
Management Team

***I
T
E
M***

***O
N
E***

MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Finance & Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: April 22, 2016

SUBJECT: Discussion Regarding Proposed Site Options For New Fire Station No.1

Fire Station No. 1 (FS1) was built in 1967 and serves the areas south of 15th street including Star Island, Hibiscus Island, Palm Island, MacArthur Causeway up to Watson Island and Terminal Island. The Fire station is located at the corner of Jefferson Avenue and 11th Street in the Flamingo neighborhood. Through the years, the facility has had numerous maintenance repairs and upgrades to address evolving building codes and increased demands for service. While these repairs have provided temporary solutions FS1 is in need of a major overhaul to meet current standards, as well as future demands for increased service due to the increased needs of the response area.

A Facility Assessment Report and Conceptual Design for the facility was performed and it concluded that significant maintenance and repairs to the existing building are required to continue operation of the Fire Station as it exists and recommends for the construction of a facility that would house the necessary functions to meet the current and future demands.

On January 13, 2016, an item was presented to Commission for referral to Neighborhood/Community Affairs Committee (NCAC) to discuss proposed site options for a new Fire Station No. 1. The Commission directed staff to present the item to NCAC and to Finance & Citywide Projects Committee (FCWPC).

On March 11, 2016 NCAC meeting, the site located at Flamingo Park, more specifically at the parking lot east of Police Athletic League (PAL) building, was selected and recommended for further analysis.

The Office of Capital Improvement Projects tasked AECOM to analyze the selected site and to further develop concepts of a New Fire Station Facility and Parking Garage complex that could incorporate offices for the Parks and Recreation Department and/or the PAL. Several schemes will be developed and presented at the next NCAC meeting for consideration. Subsequently, a more detail concept plan and a cost estimate will be developed, and presented to FCWPC for funding consideration.

JLM/ETC/DM

***I
T
E
M***

***T
W
O***



MIAMI BEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: April 22, 2015

SUBJECT: **DISCUSSION REGARDING THE CREATION OF THE OCEAN COURT GREEN ALLEY - ESPAÑOLA WAY (EAST) GREEN ALLEY**

The following item was referred at the February 24, 2016 City Commission by Commissioner Malakoff.

BACKGROUND

Ocean Court is a platted alleyway in the Ocean Beach, Fla. Addition No. 2 subdivision (PB2-86). Block 26 of the plat consists of a t-shaped alleyway network. At the north end the alley is 10' wide running east-west from Collins Avenue to Ocean Drive. The north-south portion of the alleyway is 20' wide. Sometime after the plat, lot 1 where The Betsy Ross Hotel is located, deeded the north 13' feet to the public that widens the alley from Ocean Court to Ocean Drive to a total width of 23'.

The north-south alleyway functions as a service road for the surrounding buildings and hotels. The portion of alleyway from Collins Road to Ocean Court serves as a pedestrian only corridor. From Ocean Court to Ocean Drive, the alleyway serves both pedestrian and vehicular traffic.

On December 11, 2013, at the request of Commissioner Ed Tobin, the City Commission referred a discussion item to the Land Use and Development Committee, regarding the Betsy/Carlton Hotel renovation and the possibility of an air rights easement and green alley, in order to provide a covered connection between the two structures, over a City alley (Ocean Court).

On February 11, 2014, the Historic Preservation Board approved a new development entitled "Carlton Hotel", at 1433 Collins Avenue. The subject project proposes to substantially retain and restore the existing three-story Carlton Hotel building, including the construction of two new four-story ground level additions, a one-story ground level addition and a partial rooftop addition. Additionally, the applicant obtained approval to construct a new pedestrian bridge spanning Ocean Court alley that would connect the Carlton Hotel to the Betsy Hotel located at 1440 Ocean Drive, to the immediate east.

March 19, 2014, the matter was presented to the Land Use and Development Committee as a "Discussion: Betsy/Carlton Hotel Renovation and Possibility of An Air Rights Easement and Green Alley". Representatives of the Betsy-Carlton hotel provided an overview of the request and the proposed improvements at the site and approved to refer the matter to the Full Commission.

On October 14, 2014, the Historic Preservation Board (File No. 7414) granted the Certificate of Appropriateness for the project, subject to those certain conditions specified in paragraph C of the Findings of Fact (Condition Nos. 1-7 inclusive), to which the applicant has agreed. The approval was further conditioned that the site be build substantially in accordance with the plans approved by the Historic Preservation Board, entitled "Carlton Hotel", as prepared by Shulman + Associates, dated May 28, 2014.

Those plans show a complete removal and replacement of the entire alleyway from Collins Avenue to Ocean Drive and the north 150' of Ocean Court. The plans indicate a significant amount of landscaping along the north side of the alleyway from Collins Avenue to Ocean Court and a removal of all asphalt along the remaining sections of the alleyway to be replaced by various brick pavers.

On July 22, 2015, the Sustainability and Resiliency Committee met to hold a "Discussion Regarding the Incorporation of Green Alleys" (commission item C4E – July 08, 2015 – requested by Commissioner Weithorn).

On September 2, 2015, the City Commission passed Resolution No. 2015-29131 setting a public hearing to consider approving, on second reading, the transfer, via an air rights easement agreement, to Betsy Ross Owner, LLC.

On October 5, 2015, the Finance Committee heard the air rights easement item, at which time the Committee recommended in favor of granting the air rights easement, valued at \$240,000. The Finance Committee also recommended that the funds be dedicated towards improving Ocean Court, towards the "green alley" that the Applicant and Public Works were designing.

On October 14, 2015, the City Commission passed Resolution No. 2015-29171 approving, on second and final reading, following a duly noticed public hearing, the grant of an air rights easement agreement, to Betsy Ross Owner, LLC.

Since the passing of the resolution by the City Commission, City staff has met on several occasions to begin the process of formulating a development agreement and a long term maintenance agreement for all items to be placed within the public's right-of-way. The applicant has requested to limit the current scope of the green alley to Espanola Way East, pedestrian walkway.

CONCLUSION

A term sheet will be provided as a supplemental to the members of the FCWPC for discussion and further direction.

 ETC/JJF/BAM/WRB

TERM SHEET FOR “GREEN ALLEY”
DEVELOPMENT AGREEMENT

1. **PARTIES.**

The City of Miami Beach (the “City”) and the Betsy Ross Owner, LLC (“Betsy Ross”).

2. **PROPERTY.**

- a. The Developer is the owner of that certain parcel of land located at 1440 Ocean Drive and 1433 Collins Avenue, Miami Beach, Florida.
- b. The City is the owner of the 14th Place rights-of-way.

3. **PROJECT.**

- a. The City and the Developer intend to enter into a Development Agreement to improve that portion of the City rights-of way on 14th Place lying between Collins Avenue and Ocean Court (the “Project”).
- b. Except for the City Costs (as defined in 3(c) below), the Developer will pay all costs associated with the design, development, permitting, construction and routine maintenance of the Project, which shall include, but not be limited to the following:
 - i. Modified pedestrian access way along 14th Terrace, from Collins Avenue to Ocean Court;
 - ii. Landscaping along 14th Place, from Collins Avenue to Ocean Court; and
 - iii. Non-standard photovoltaic lighting, from Collins Avenue to Ocean Court.

(Collectively, the Project improvements generally described in (b)(i)-(ix) above may also be referred to as the “Public Improvements”).

- c. The total estimated Project cost is approximately \$325,000,000 (inclusive of hard and soft costs). The total Developer’s monetary contribution to the Project is \$425,000.
- d. The City is requested to contribute a maximum of \$282,500 (“City Costs”). City pays on a reimbursement basis. The City shall waive all costs and fees, or otherwise reimburse the Developer for all costs and fees associated with closing the impacted right-of-ways during construction of the Public Improvements. The City shall not be responsible for the disbursement of any sums in excess of the City Costs, except for City approved change orders.

4. **OTHER TERMS.**

- a. The City shall have review over, and final approval of, the design and construction plans and specifications for the Public Improvements to ensure that the Improvements are designed to meet the City's needs and standards.
- b. Developer shall be responsible for cleaning and repairs to the project improvements, but shall not be responsible for force majeure type repairs. However, as the project would be installed prior to the replacement of the water and sewer pipes, Developer shall execute a hold harmless, as the improvements may be removed when the water and sewer pipes are installed.
- c. The Developer shall deliver, for the City's review and approval, an estimated budget for the total cost (i.e. hard and soft costs) of the Project, which budget shall be based upon the City-approved design and construction plans and specifications. At its sole option and discretion, the City may retain a consultant (i.e. such as a professional cost estimator) to verify the Developer's total estimated cost, with the cost of the consultant to be paid for by the Developer.
- d. The Developer and the City will work cooperatively to seek approval of the design and development of the Public Improvements. The Developer will be responsible for submitting any required applications for development approvals, and for securing any and all final, non-appealable development approvals and permits.
- e. The Developer shall enter into a cost plus with a Guaranteed Maximum Price contract (GMP Contract) with a contractor (General Contractor) to construct the Project. The Developer shall select the General Contractor pursuant to a competitive bidding process which will be developed, initiated, and overseen by the Developer; provided, however, that the City shall have the right to approve the recommended General Contractor, which approval shall not be unreasonably withheld, conditioned, or delayed. The City shall also have the right to review and approve the GMP Contract with the selected General Contractor prior to such Contract being executed between the Developer and General Contractor.
- f. Warranties, Bonds, Indemnities and Insurance: The Developer shall cause its General Contractor to provide warranties, indemnities, and insurance in favor of the City. Prior to commencement of construction, the Developer shall cause the General Contractor to furnish City with payment and performance bonds that identify City and the Developer as co-obligees. The City shall be a third party beneficiary to the GMP Contract.
- g. Construction Staging: The Betsy Ross shall develop a plan for Project construction staging in order for access to the adjacent commercial areas to be continually maintained with only minimal disruptions. Such plan shall be subject to the City's prior approval, which shall not be unreasonably withheld, conditioned or delayed.
- h. Final completion of the Project will occur within 18 months following execution of the Development Agreement.

***I
T
E
M***

***T
H
R
E
E***



MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: Kristen Rosen Gonzalez, Commissioner
DATE: March 30th, 2016

SUBJECT: Referral to the Finance Committee to consider a car sharing pilot program

Please place on the April 13th City Commission Meeting Agenda a Referral to the Finance Committee to examine a previous ITN from Zip Car and a pilot program to explore the impact of car sharing.

If you have any questions please do not hesitate to contact David Zaret at extension 6854.

KRG/dz

INVITATION TO NEGOTIATE (ITN) **FOR CAR SHARING SERVICES**

ITN 2014-277-SW

ITN ISSUANCE DATE: JULY 24, 2014

PROPOSALS DUE: AUGUST 22, 2014 @ 3:00 PM

ISSUED BY: Steven Williams

MIAMIBEACH

Steven Williams, Procurement Coordinator

PROCUREMENT DEPARTMENT

1700 Convention Center Drive, Miami Beach, FL 33139

305.673.7000 x6650 | Fax: 786.373. 4330 | www.miamibeachfl.gov

MIAMI BEACH

TABLE OF CONTENTS

<u>SOLICITATION SECTIONS:</u>		<u>PAGE</u>
0100	NOT UTILIZED	N/A
0200	INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS	3
0300	SUBMITTAL INSTRUCTIONS & FORMAT.....	10
0400	PROPOSAL EVALUATION	12
<u>APPENDICES:</u>		<u>PAGE</u>
APPENDIX A	PROPOSAL CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS	14
APPENDIX B	"NO PROPOSAL" FORM	21
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATIONS	23
APPENDIX D	COST PROPOSAL FORM	26
APPENDIX E	INSURANCE REQUIREMENTS	28

MIAMI BEACH

SECTION 0200

INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS

1. GENERAL. This Invitation to Negotiate (ITN) 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 appendices 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 ITN results in an award.

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

2. PURPOSE.

The City of Miami Beach is seeking to procure a public car sharing service provider in order to continue promoting multimodal transportation options throughout the City. Proposers are encouraged to submit proposals for on-street car sharing, or off-street car sharing, or both. The intent is to provide residents, visitors, and tourists with an alternative mobility option in the form of an automobile with user fees assessed by minute, hour, or day and is easily accessible at any on-street or off-street parking space, 24 hours a day, seven days a week.

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

ITN Issued	July 24, 2014
Pre-Proposal Meeting	August 1, 2014 @ 10:00 a.m.
Deadline for Receipt of Questions	August 15, 2014
Proposals Due	August 22, 2014 @ 3:00 PM
Evaluation Committee Review	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 named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: RafaelGranado@miamibeachfl.gov ; or facsimile: 786-394-4188. The ITN title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) 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.

Procurement Contact:
Steven Williams

Telephone:
(305)673-7000 x6650

Email:
Stevenwilliams@miamibeachfl.gov

MIAMI BEACH

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). A Pre-Proposal conference, as scheduled in Solicitation Timetable, will be held at the following address:

**City of Miami Beach
Parking Conference Room, 2nd Floor
1755 Meridian Ave
Miami Beach, FL 33139**

Location may be revised as necessary to accommodate schedules. Proposers are encouraged to arrive early in the event of a change of location.

PROPOSERS interested in participating in the meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 1142644# (note that number is followed by the pound key)

PROPOSERS who are interested in participating via telephone, should send an e-mail to the Procurement contact named herein, expressing your intent to participate via telephone at least one business day in advance of the meeting.

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 *Public Purchase*.

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&statername=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception 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
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374

MIAMI BEACH

- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

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 day's written notice of any such postponement to all prospective Proposers through *Public Purchase*.

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. MIAMI BEACH-BASED VENDORS PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3747, as amended, a five (5) point preference will be given to a responsive and responsible Miami Beach-based Proposer.

12. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, as amended, 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.

13. 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 that negotiations be approved with one or more Proposer(s) s/he 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 commence.

14. 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.

15. 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

MIAMI BEACH

accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

16. 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.

17. 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.

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

19. 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 ITN. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

20. 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 submitted in a format consistent with the Purchase Order.

21. 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.

22. 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.

MIAMI BEACH

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.
- E. In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.

MIAMI BEACH

31. 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.

32. 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 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

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

34. 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.

35. EXCEPTIONS TO ITN. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this ITN, 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 ITN to which Proposer took exception to (as said term and/or condition was originally set forth on the ITN).

MIAMIBEACH

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

Balance of Page Intentionally Left Blank

MIAMI BEACH

SECTION 0300

PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED PROPOSALS. 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, five (5) 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.

2. LATE PROPOSALS. Proposals are to be received on or before the due date established herein. **Any Proposal 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 submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. 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.

MIAMIBEACH

TAB 3 **Scope of Services Proposed**

3.1 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.

3.2 Proposers should submit the following requirements: (1) Operations/Implementation Plan; (2) Technical Plan; and (3) Marketing Plan.

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

TAB 4 **Cost and Revenue Proposal (On-Street) Group I**

4.1 Proposers may submit a proposal for On-Street.

4.2 Proposers must provide User Fees and Financial Return to the City to be responsive.

4.3 Estimated amounts or quantities are for comparison purposes only and do not imply any specific order amount or guaranteed order. Any and all costs to the user must be included in the cost proposal submitted to the City.

4.4 For Group I there will be a maximum of 15 points assigned for User Fees and 25 points for Financial Return to the City. Within the User Fees, the various costs will be evaluated on a weighted scale assigning: 10% for annual membership charge, 70% for per minute charge, 10% for per hour charge, and 10% for per day charge to maximum of 100% to determine the weighted cost per fee type.
The sum of all fee types will total the total weighted cost.

TAB 5 **Cost and Revenue Proposal (Off-Street) Group II**

4.1 Proposers may submit a proposal for Off-Street.

4.2 Proposers must provide User Fees and Financial Return to the City to be responsive.

4.3 Estimated amounts or quantities are for comparison purposes only and do not imply any specific order amount or guaranteed order. Any and all costs to the user must be included in the cost proposal submitted to the City.

4.4 For Group II there will be a maximum of 15 points assigned for User Fees and 25 points for Financial Return to the City. Within the User Fees, the various costs will be evaluated on a weighted scale assigning: 10% for annual membership charge, 70% for per minute charge, 10% for per hour charge, and 10% for per day charge to maximum of 100% to determine the weighted cost per fee type.
The sum of all fee types will total the total weighted cost.

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).

MIAMI BEACH

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 Procurement Department. 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
Scope of Services Proposed	30
TOTAL AVAILABLE STEP 1 POINTS	60

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 Procurement Department to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	Maximum Points
Cost Proposal - User Fees	15
Cost Proposal - Financial Return to the City	25
Miami Beach-Based Vendor Preference	5
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	50

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

Sample Objective Formula for Weighted Cost (User Fees)				
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	15	$\$100 / \$100 \times 15 = 15$	15
Vendor B	\$150.00	15	$\$100 / \$150 \times 15 = 10$	10
Vendor C	\$200.00	15	$\$100 / \$200 \times 15 = 8$	8

MIAMI BEACH

5.

Sample Objective Formula for Weighted Revenue (Financial Return to City)				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (revenue of proposal being evaluated/ highest revenue X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$200.00	25	$\$200 / \$200 \times 25 = 25$	25
Vendor B	\$150.00	25	$\$150 / \$200 \times 25 = 19$	19
Vendor C	\$100.00	25	$\$100 / \$200 \times 25 = 13$	13

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 Procurement Department. 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	10	7	5
	Total	92	84	85
	Rank	1	3	2
Committee Member 2	Step 1 Points	90	85	72
	Step 2 Points	10	7	5
	Total	100	92	79
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	10	7	5
	Total	90	81	72
	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

ITN 2014-277-SW
CAR SHARING SERVICES
FOR THE CITY OF MIAMI BEACH

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

Solicitation No: ITN 2014-277-SW	Solicitation Title: CAR SHARING SERVICES FOR THE CITY OF MIAMI BEACH	
Procurement Contact: Steven Williams	Tel: 305.673.7000 x6650	Email: Stevenwilliams@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

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

1. General Proposer Information.

FIRM NAME: Zipcar, INC		
No of Years in Business: 14	No of Years in Business Locally: 1 yr 10 mo	No. of Employees: 10
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: na		
FIRM PRIMARY ADDRESS (HEADQUARTERS): 35 Thomson Place		
CITY: Boston		
STATE: MA	ZIP CODE: 02210	
TELEPHONE NO.: 617-995-4231		
TOLL FREE NO.: 866-4ZIPCAR		
FAX NO.:		
FIRM LOCAL ADDRESS: 21 SE 2nd Ave		
CITY: Miami		
STATE: FL	ZIP CODE: 33131	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Smokshane West		
ACCOUNT REP TELEPHONE NO.: O: 786-475-8320 M: 786-518-0787		
ACCOUNT REP TOLL FREE NO.: na		
ACCOUNT REP EMAIL: swest@zipcar.com		
FEDERAL TAX IDENTIFICATION NO.: 04-3499525		

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. **Miami Beach Based (Local) Vendor.** Is Proposer claiming Miami Beach based firm status?
 YES NO

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

2. **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, as amended.

3. **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

4. **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.

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. **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.

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

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate

whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

8. **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 Management Department with its 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/.

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

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

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

Proposers' failure to comply with this provision shall be deemed a material breach under this 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.

10. **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	X	X	
Sick Leave	X	X	
Family Medical Leave	X	X	

Bereavement Leave	X	X	
-------------------	---	---	--

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/.

11. **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.

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

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

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

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this 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 Florida
 My Commission Expires: _____

APPENDIX B

MIAMI BEACH

“No Bid” Form

ITN 2014-277-SW CAR SHARING SERVICES FOR THE CITY OF MIAMI BEACH

PROCUREMENT DIVISION
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
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: **Steven Williams**
PROPOSAL #2014-277-SW
1700 Convention Center Drive
MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Minimum Requirements & Specifications

ITN 2014-277-SW
CAR SHARING SERVICES
FOR THE CITY OF MIAMI BEACH

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

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.

1. The Proposer must have a verifiable proven record of providing Car Sharing Services and must have at least three (3) years' experience in providing car sharing services in the United States.
2. The Proposer must provide three (3) references with at least one being a public agency.

C2. Statement of Work Required.

The City of Miami Beach is seeking to procure a public car sharing service provider in order to continue promoting multimodal transportation options throughout the City. Proposers are encouraged to submit proposals for on-street car sharing, or off-street car sharing, or both. The intent is to provide residents, visitors, and tourists with an alternative mobility option in the form of an automobile with user fees assessed by minute, hour, or day and is easily accessible at any on-street or off-street parking space, 24 hours a day, seven days a week.

SCOPE OF SERVICES

1. **Operational/Implementation Plan:** Proposers should provide a detailed operational/implementation plan and may include any additional information and/or services not referenced below:
 - 1) Capacity and past experience of the Proposer to develop, implement, and maintain the proposed use inclusive of an implementation timeline.
 - 2) Fleet size, vehicle types, costs, maintenance and operations.
 - 3) Membership characteristics and demographics usage patterns.
 - 4) Ancillary services provided, if any.
 - 5) Member screening and member management criteria.
 - 6) Deposits, fees, billing and accounting requirements.
 - 7) Locations of vehicles and parking arrangements.
 - 8) Mobility partners and information.
 - 9) Usage policies for members.
 - 10) Vehicle and organization insurance, including the type, limits and exclusions of insurance to be provided both with regard to the car share fleet and liability associated with use/ownership.
2. **Technical Plan:** Proposers should provide a detailed technical plan and may include any additional information and/or services not referenced below:
 - 1) Web-based reservation/payment utilities that are user friendly, allowing access to the program and credit card payment 24 hours a day, 7 days a week, 365 days a year.
 - 2) Mobile application and capability to interface, including communication and transmission of data, with the City's existing parking (or other) mobile application.
 - 3) Shared access to all program related data in a format that suits the City in "real time".
 - 4) Technical support plan, including but not limited to a local presence capable of handling responses within 30 minutes, website, etc.

3. **Marketing Plan:** Proposers should provide a detailed marketing plan and may include any additional information and/or services not referenced below:

- 1) Marketing Plan/Support. Plan outlining existing marketing strategies as well as future initiatives which can be utilized to insure programs successful adoption by area residents and visitors.
- 2) Funding source for the development, implementation and management/operation of the program.
- 3) User fees.
- 4) Corporate discounts and incentives for frequent users and/or special events.
- 5) Monitoring/auditing features to ensure compliance with the parameters of the program and financial return to the City.
- 6) Marketing Plan/Support. Plan outlining existing marketing strategies as well as future initiatives which can be utilized to insure programs successful adoption by area residents and visitors.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

APPENDIX D

MIAMI BEACH

Cost Proposal Form

ITN 2014-277-SW
CAR SHARING SERVICES
FOR THE CITY OF MIAMI BEACH

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

**ITN 2014-277-SW
CAR SHARING SERVICES
COST PROPOSAL FORM**

Estimated amounts or quantities are for comparison purposes only and do not imply any specific order amount or guaranteed order. Costs submitted are all inclusive including travel and any and all administrative costs.

Proposers may submit a proposal for Group I On-Street or for Group II Off-Street or Both
Proposers submitting to Group I must submit a proposal for both User Fees and Financial Return to the City.
Proposers submitting to Group II must submit a proposal for both User Fees and Financial Return to the City

The City may award: 1) Group I On-Street or 2) Group II Off-Street or both.
 Within each group there will be a weighted maximum points assigned for User Fees and Financial Return to the City.

Based upon an estimated annual membership cost please provide the applicable user fees below:

Group I (A) On-Street User Fees (15 maximum points)

	<u>Weight (%)</u>		<u>Cost</u>		<u>Weighted Cost</u>
Annual Memberships	10	X	_____	=	\$ _____
Per Minute Charge	70	X	_____	=	\$ _____
Per Hour Charge	10	X	_____	=	\$ _____
Per Day Charge	10	X	_____	=	\$ _____
Total Weighted Cost:					\$ _____

Group I (B) On-Street Financial Return to the City (25 maximum points)

Monthly per parking space	<u>Revenue</u>
(Estimate: 100 spaces)	\$ _____

Group II (A) Off-Street User Fees (15 maximum points)

	<u>weight</u>		<u>Cost</u>		<u>Weighted Cost</u>
Annual Memberships	10	X	_____	=	\$ _____
Per Minute Charge	70	X	_____	=	\$ _____
Per Hour Charge	10	X	_____	=	\$ _____
Per Day Charge	10	X	_____	=	\$ _____
Total Weighted Cost:					\$ _____

Group II (B) Off-Street Financial Return to the City (25 maximum points)

Monthly per parking space	<u>Revenue</u>
(Estimate: 100 spaces)	\$ _____

APPENDIX E

MIAMI BEACH

Insurance Requirements

ITN 2014-277-SW CAR SHARING SERVICES FOR THE CITY OF MIAMI BEACH

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

The vendor shall furnish to the Department of Procurement, 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 Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis (including products and completed operations), 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.

Insurance policies required must include a waiver of subrogation in favor of the City. 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 V" 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.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in 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.

***I
T
E
M***

***F
O
U
R***

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy L. Morales, City Manager
FROM: Joy V. W. Malakoff, Commissioner
DATE: April 5, 2016
SUBJECT: A Review of the Fine Schedule for Littering on the Beach for Referral to the Finance & Citywide Projects Committee

Please place the above item on the Consent Agenda for the Commission Meeting of April 13, 2016.

If you have any questions, please contact me at extension 6622.

Thank you.

JVWM

***I
T
E
M***

***F
I
V
E***



MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Micky Steinberg, Commissioner

DATE: April 13, 2015

SUBJECT: Referral item for the April 13, 2016 City Commission Meeting

Please add to the April 13, 2016 City Commission agenda a referral to the Finance and Citywide Projects Committee and the Cultural Arts Council a discussion regarding Miami New Drama becoming the resident theater and venue manager for the Colony Theater as a **pilot program**.

In January, the Cultural Arts Council recommended that the management of the Colony be transferred to a professional resident theater company that would present a specific number of its own extended-run productions each year, while still making the theater available and affordable to its current stable of non-profit users. Miami New Drama recently completed a very successful production at the Colony Theater that was critically acclaimed and also sold a tremendous amount of tickets to patrons. Given an opportunity to program and plan a full season at the Colony Theater, Miami New Drama has the ability to give the Colony a new identity while simultaneously cultivating theater audiences in the City.

I would like the Finance and Citywide Projects Committee and Cultural Arts Council to discuss this in more detail and develop a recommendation.

If you have any questions please do not hesitate to call our office.

Thank you.

Tathiane Trofino
On behalf of Commissioner Micky Steinberg

MIAMIBEACH

Aide to Commissioner Micky Steinberg

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7103 / Fax: 305-673-7096 / www.miamibeachfl.gov

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

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

***I
T
E
M***

Discussion Item

***S
I
X***

***I
T
E
M***

***S
E
V
E
N***

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: Ricky Arriola, Commissioner
DATE: March 18, 2016
SUBJECT: **DISCUSSION TO CONSIDER ADOPTING THE DISABILITY ACCESS COMMITTEE'S REQUEST FOR THE CITY TO SUPPORT POWER ACCESS INC. FOR DISABILITY AWARENESS EVENTS.**

Please add the above subject as a discussion item to the April 13, 2016 Commission meeting agenda.

Sincerely,
Ricky Arriola

MIAMIBEACH

Ricky Arriola, Commissioner
Office of the Mayor and Commission
1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139
Tel: 305-673-7000 x7107
www.miamibeachfl.gov

MIAMIBEACH

OFFICE OF THE CITY MANAGER

LTC# **122-2016**

LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission
FROM: Jimmy Morales, City Manager
DATE: March 16, 2015
SUBJECT: **Disability Access Committee (DAC) – request for City support to Power Access Inc. for Disability Awareness events**

The purpose of this letter is to inform the Mayor and City Commission that on Feb 18, 2016 the Disability Access Committee approved the following motion:

The Disability Access Committee members request City funds to support Power Access Inc. and Ability Explosion for the sponsoring of disability awareness events as requested by David New.

Member Oliver Stern made the motion, member Russell Hartstein seconded, and all members present supported the motion. Attached is the email letter from David New, from Power Access, Inc. requesting funds in the amount of \$25,000.00. It should be noted that there are \$10,000.00 available in the MDC Parking Reimbursement Fund which has been the fund used in the past to support these events. Should the \$25,000.00 be considered, additional funds would need to be allocated.


JLM/MT/AD/AK 

Mejia, Valeria

From: David New <rdavidnew@gmail.com>
Sent: Wednesday, March 02, 2016 2:55 PM
To: Carpenter, Eric
Cc: Mejia, Valeria
Subject: 1st Annual South Beach Jazz Festival

Dear Mr. Carpenter,

A sleek melody and a syncopated rhythm resounding from a stage on Euclid Circle will usher in the first annual South Beach Jazz Festival on Friday December 9, 2016. Over that weekend, while ticketed venues like the Colony Theater present internationally recognized acts, thirty hour long, open-air performances by local and lesser-known ensembles will draw Lincoln Road promenaders to linger, listen, groove. A medley of classic, Latin and New Orleans-style acts will attract jazzheads to Miami's Hotel beds and jazzfannies to its theater and restaurant seats. More significantly, the festival musicians will bring public awareness in the municipality to persons who have disabilities.

A jazz festival like no other, the South Beach Jazz Festival will take pride and find its purpose in featuring musicians with disabilities. Every act performing under the festival's auspices will showcase the artistry of at least one person with a disability. While the music forges bonds between listeners and performers, the artists' sheer talent will achieve the festival's main aim: to mount a forceful challenge to prejudiced pitying and avoidant attitudes towards those with disabilities. In coming years, as it matures into a bonified institution and gains renown, the South Beach Jazz Festival will expand throughout the city and burnish Miami's reputation for cultural innovation and inclusion.

Please join us with your support and celebration of yet another World Class event brought to you by Power Access Inc. and Ability Explosion, a 501c3 Non-profit organization.

Power Access Inc. has enjoyed the support of the city of Miami Beach for several years now. The goal of the Ability Explosion events is to bring awareness to the community about people living with disabilities and to provide opportunities for those people.

Events such as lights out Miami Beach, a dining in the dark experience, wheelchair basketball, children's programs, Resource and technology expo, comedy Festival and so many more, we have been able to increase the awareness of our community of what it means to be a person living with a disability.

It is my belief that these intangible experiences bring the insight to our community that increases tolerance and better communication for all who live and visit our beautiful city.

Please help us to continue this essential work in 2016 with your support in the amount of \$25,000 which will be used for the planning, organization and execution of these events including the 1st Annual South Beach Jazz Festival.

Thank you for your consideration.

THIS PAGE INTENTIONALLY LEFT BLANK

***I
T
E
M***

***E
I
G
H
T***



MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: John Elizabeth Alemán, Commissioner
DATE: March 17, 2016
SUBJECT: Agenda item for April 13, 2016 City Commission Meeting

Please place on the April 13, 2016 City Commission Meeting Agenda:

A discussion item to consider the closed captioning for the hearing impaired of City of Miami Beach video-recorded meetings and events.

In an effort to accommodate all of the residents of Miami Beach, the captioning of the city's videos is one more step towards a more-inclusive community and a simple action in continuing to keep all Miami Beach constituents up-to-date on our community decisions and activities.

If you have any questions please do not hesitate to call our office at ext. 6473.

Thank you!

MIAMIBEACH

Commissioner John Elizabeth Alemán

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

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

***I
T
E
M***

Discussion Item

***N
I
N
E***

F&CWP Pending Items - Commission Referrals

Attachment 1

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
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	6/22/2016	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. 7/1/15 The Committee recommended staff continue to work on the negotiations and bring this item back to the Finance and Citywide Projects Committee when ready. 1/22/15 Max Sklar stated via email to Allison Williams that he is still negotiating with a company to activate a concession in soundscape but those negotiations fell apart because of the high start up costs and plans to bring the item back to Finance Committee in February to get direction. 3/18/16 The Committee recommended staff bring this item back to the Finance Committee with a recommendation after doing some further analysis.
288	Referral To The Neighborhood/Community Affairs Committee To Discuss Proposed Site Options For New Fire Station No. 1	Capital Improvement Projects	January 13, 2016 Commission Item C4A	David Martinez Virgilio Fernandez	7/13/2016	3/18/16 Item deferred.
290	Discussion Seeking Citywide WiFi Solutions And CMB Becoming Its Own Internet Service Provider	Michael Grieco	January 13, 2016 Commission Item C4C	Ariel Sosa	7/13/2016	3/18/16 The Committee took no action and recommended staff bring this item back in 3 months to the Finance Committee.
292	Discussion Regarding The Vacation Of A Portion Of The Alley Between Alton Road And West Avenue, Just South Of 17th Street - As Part Of A Proposed Mixed Use Project That Will Include Residential, Retail And Structured Parking, Including Public Parking	Joy Malakoff	September 2, 2015 Commission Item C4I	Thomas Mooney	3/2/2016	3/2/16 Thomas Mooney stated via email to Allison Williams that the proposer has not been in touch with the CAO regarding the appraisal so the item was deferred to April.
293	Discussion Regarding Implementing An Open Data Policy	Ricky Arriola	March 9, 2016 Commission Item C4E	Ariel Sosa	9/9/2016	3/18/16 The Committee recommended staff do further research on open data strategies being executed in other areas. This research is to include cost, the proper governance model, talking to other cities and creating a timeline that can be brought back to the Finance Committee.
296	Discussion Regarding The Creation Of The Ocean Court Green Alley - Española Way (East) Green Alley	Joy Malakoff	February 24, 2016 Commission Item R9B	Eric Carpenter	8/24/2016	3/18/16 Item deferred to April
297	Discussion To Consider And Explore The Impact Of A Car Sharing Pilot Program	Kristen Rosen Gonzalez	April 13, 2016 Commission Item C4H	Jose Gonzalez	10/13/2016	
298	Discussion Regarding A Review Of The Fine Schedule For Littering On The Beach	Joy Malakoff	April 13, 2016 Commission Item C4I	Eric Carpenter	10/13/2016	
299	Discussion Regarding Miami New Drama Becoming The Resident Theater And Venue Manager For The Colony Theater As A Pilot Program	Micky Steinberg Michael Grieco Joy Malakoff	April 13, 2016 Commission Item C4M	Max Sklar	10/13/2016	
300	Discussion Regarding The Creation Of The City Of Miami Beach Transportation Fund	Philip Levine	April 13, 2016 Commission Item C4P	Jose Gonzalez Allison Williams	10/13/2016	
301	Discussion To Consider Adopting The Disability Access Committee's Request For The City To Support Power Access Inc. For Disability Awareness Events	Ricky Arriola	April 13, 2016 Commission Item R9S	Max Sklar	10/13/2016	
302	Discussion To Consider The Closed Captioning For The Hearing Impaired Of The City's Video-Recorded Meetings And Events	John Elizabeth Aleman	April 13, 2016 Commission Item R9M	Tonya Daniels	10/13/2016	