



City of Miami

Procurement Department

Miami Riverside Center 444 SW 2nd Avenue, 6th Floor Miami, Florida 33130 Web

Site Address: www.miamigov.com/procurement

400-5019

Number:

Title:

Issue Date/Time: Closing Date/Time:

Pre-Bid/Pre-Proposal Conference: Pre-

Bid/Pre-Proposal Date/Time: Pre-

Bid/Pre-Proposal Location: Deadline

for Request for Clarification:

Contracting Officer: Hard Copy

Submittal Location:

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Contracting Officer E-Mail Address:

Contracting Officer Facsimile:

877383

**Management of the Miami Marine
Stadium**

Voluntary

Gray, Tahlia City of Miami - City Clerk

3500 Pan American Drive

Miami FL 33133 US

tgray@miamigov.com 305-

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME:

ADDRESS:

PHONE: FAX:

EMAIL: CELL(Optional):

SIGNED BY:

TITLE: DATE:

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

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Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

1.3. ACCEPTANCE/REJECTION – The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA – It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: <http://www.ci.miami.fl.us/procurement>

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.10. AWARD OF CONTRACT:

A. The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

B. The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

C. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

D. The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

E. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

F. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

G. The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

H. A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

1.11. BID BOND/ BID SECURITY -A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES -Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES -If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15. CANCELLATION -The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.16. CAPITAL EXPENDITURES -Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS -It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION -Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.

C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.

D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.

E. Uniform Commercial Code (Florida Statutes, Chapter 672).

F. Americans with Disabilities Act of 1990, as amended.

G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.

H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.

I. City Procurement Ordinance City Code Section 18, Article III.

J. Conflict of Interest, City Code Section 2-611;61.

K. Cone of Silence, City Code Section 18-74.

L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications: Oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section

2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk (clerks@miamigov.com), which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

A. Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person or business entity.

B. Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the City or any person or agency acting for the City, and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Bidder/Proposer further warrants that he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the City, imposition of the maximum fine and/or any penalties allowed by law.

Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER/PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

(1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

(4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

(5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.

(6) False certification pursuant to paragraph (c) below.

(7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.

(8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the

responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS –An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27. DEFAULT/FAILURE TO PERFORM -The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

B. Failure to begin the work under this Contract within the time specified.

C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS -Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

A. Responsible Bidder shall mean a bidder/proposer who has submitted a bid/proposal and who has the capability, as determined under the City Procurement Ordinance, in all respects to fully perform the contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT -Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS -Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

1) Addenda (as applicable) **2)** Specifications **3)** Special Conditions **4)** General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE -In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT OR AGREEMENT -The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33. ESTIMATED QUANTITIES –Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A.Rejection of Responses

The City may reject a Response for any of the following reasons:

1) Bidder/Proposer fails to acknowledge receipt of addenda; **2)** Bidder/Proposer mistates or conceals any material fact in the Response ; **3)** Response does not conform to the requirements of the Formal Solicitation; **4)** Response requires a conditional award that conflicts with the method of award; **5)** Response does not include required samples, certificates, licenses as required; and, **6)** Response was not executed by the Bidder's/Proposer(s) authorized agent. The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. **2)** A contract may not be awarded to any

person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature. 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as

used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City. 2) The City may consider any evidence available regarding the financial, technical and other qualifications and

abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award. 3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS

Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION -Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE -The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.39. GOVERNING LAW AND VENUE -The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40. HEADINGS AND TERMS -The headings to the various paragraphs of this Contract have been inserted for

convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making Protected Health Information (PHI) available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION -Contractor shall indemnify, hold/save harmless and **defend** at its own costs and expense the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by 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 indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City. The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.43. FORMATION AND DESCRIPTIVE LITERATURE –Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each

Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.44. INSPECTIONS -The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.45. INSPECTION OF RESPONSE -Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

1.46. INSURANCE -Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

1.47. INVOICES -Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE

A. City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."

B. City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

1.49. MANUFACTURER'S CERTIFICATION -The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the

bidder/proposer must bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS -No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.51. NO PARTNERSHIP OR JOINT VENTURE -Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.52. NONCONFORMANCE TO CONTRACT CONDITIONS -Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.53. NONDISCRIMINATION -Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.54. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION -At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.55. OCCUPATIONAL LICENSE -Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.56. ONE PROPOSAL -Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.57. OWNERSHIP OF DOCUMENTS -It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for

any other purposes whatsoever without the written consent of the City.

1.58. PARTIAL INVALIDITY -If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.59. PERFORMANCE/PAYMENT BOND –A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.60. PREPARATION OF RESPONSES (HARDCOPY FORMAT) –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

B. If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D. The Bidder/Proposer should retain a copy of all response documents for future reference.

E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

G. The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. **IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.**

1.61. PRICE ADJUSTMENTS – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.62. PRODUCT SUBSTITUTES -In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.63. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.64. PROMPT PAYMENT –Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

1.65. PROPERTY -Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.66. PROVISIONS BINDING -Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.67. PUBLIC ENTITY CRIMES -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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.68. PUBLIC RECORDS -Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records". Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

1.69. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.70. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.71. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.72. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission

must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.73. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1. Protest of Solicitation.

i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer. 2. Protest of Award.

i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed

by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

1.74. SAMPLES -Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.75. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES -Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.76. SERVICE AND WARRANTY -When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.77. SILENCE OF SPECIFICATIONS -The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.78. SUBMISSION AND RECEIPT OF RESPONSES -Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP,

RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

D. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.79. TAXES -The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

1.80. TERMINATION –The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B. The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C. Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.81. TERMS OF PAYMENT -Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and

acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.82. TIMELY DELIVERY -Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.83. TITLE -Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.84. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE-All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for “trade secrets.”

If the Response contains information that constitutes a “trade secret”, all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as “TRADE SECRETS EXCEPTION,” with your firm’s name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a “trade secret” you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney’s fees and for costs and attorney’s fees incurred by the City by reason of any legal action challenging your claim.

1.85. UNAUTHORIZED WORK OR DELIVERY OF GOODS-Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.86. USE OF NAME -The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1 **VARIATIONS OF SPECIFICATIONS** -For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City’s specifications.

2 **Special Conditions**

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for the Operation, Management, and Marketing of the Miami Marine Stadium (“Stadium”), Virginia Key Welcome and Maritime Center (“VKMC”), and the Virginia Key Flex Park (“Flex Park”) as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Procurement Department, Attn: Tahlia Gray; fax: _____ or email: tgray@miamigov.com, and a copy filed with the Office of the City Clerk, pursuant to Section **1.20. Cone of Silence**. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than _____. All responses to questions will be sent to all prospective bidders/proposers in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.3. TERM OF CONTRACT

The Proposer(s) qualified to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute a contract (“Contract”) with the City, which shall include, but not be limited to, the following terms:

- (1) The term of the Contract(s) shall be for ten (10) years with an option to renew for two (2) additional five (5) year periods.
- (2) The City shall have the option to extend or terminate the Contract.

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

2.4. PRE-PROPOSAL CONFERENCE AND SITE VISIT

Potential Proposers may attend the **Voluntary** Pre-Proposal Conference and Site Visit, which will occur on _____, at _____. A discussion of the requirements of the solicitation will occur at that time. Each potential Proposer is required, prior to submitting a Proposal, to acquaint itself thoroughly with any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions. The purpose of the pre-proposal conference is to allow potential Proposers an opportunity to present questions to staff and obtain clarification of the requirements of the solicitation documents.

2.5. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

2.6. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Proposer(s) or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.7. MINIMUM QUALIFICATIONS REQUIREMENTS

Each Proposer interested in responding to this Request for Qualifications must provide the information on the Proposer's qualifications and experience, qualifications of the project team, Project Manager's experience, and previous similar projects.

Additionally, Proposer must:

(1) Be an established firm for a minimum of five (5) year(s), managing, operating, and marketing facilities of similar size and complexity, including but not limited to the management of exhibitions, conventions, conferences, performances, and/or entertainment venues, etc. Proposer shall have the ability to attract world class clients to the Stadium. Proposer must submit with proposal, references from at least three (3) clients, attesting that Proposer successfully provided services within the past five (5) years.

(2) Proposer, or its owner(s) and/or principal(s), must have a minimum of five (5) years combined related experience.

(3) The individual proposed as the Project Manager must have a minimum of five (5) years of experience in the areas outlined in the scope of this solicitation, and have served as Project Manager in a minimum of five (5) different facilities of similar same size and scope. Project Manager must submit three (3) references from separate companies attesting that Project Manager successfully served as Project Manager within past five (5) years.

(4) Proposer shall be able to demonstrate financial soundness. Proposer must provide its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

(5) Proposer shall have no record of judgments, bankruptcy, pending lawsuits against the City or criminal activities involving moral turpitude and shall not have any conflicts of interest that have not been waived by the City Commission. In addition, Proposer must provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

(6) Neither Proposer nor any principal, officer, owner, or stockholder of Proposer shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

See "Instructions for Submitting a Response: (Submission Requirements)." Submittals that do not respond completely to all requirements may be considered non-responsive and eliminated from the process.

2.8. EXECUTION OF AN AGREEMENT

The Successful Proposer(s) evaluated and ranked in accordance with the requirements of this Solicitation, shall be awarded an opportunity to negotiate a Professional Services Agreement (Agreement) with the City. The City reserves the right to execute or not execute, as applicable an Agreement with the Successful Proposer(s) in substantially the same form as the draft Agreement included as part of this solicitation. Such Agreement will be furnished by the City, will contain certain terms as are in the City's best interest, and will be subject to approval as to legal form by the City Attorney.

2.9. FAILURE TO PERFORM

Should it not be possible to reach the Project Manager and/or should remedial action not be taken within 48 hours

of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

2.10. INSURANCE REQUIREMENTS

Successful Proposer shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgments, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Successful Proposer and persons employed or utilized by Successful Proposer in the performance of this Contract. Successful Proposer shall further, hold the City, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the City its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Successful Proposer shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Successful Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Proposer 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 indemnification provided above shall obligate the Successful Proposer to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Successful Proposer, or persons employed or utilized by Successful Proposer.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Successful Proposer shall require all sub-consultant agreements to include a provision that each sub-consultant will indemnify the City in substantially the same language as this Section. The Successful Proposer agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Proposer in which the City participated either through review or concurrence of the Successful Proposer's actions. In reviewing, approving or rejecting any submissions by the Successful Proposer or other acts of the Successful Proposer, the City, in no way, assumes or shares any responsibility or liability of the Successful Proposer or sub-consultant under this Contract.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Successful Proposer.

The Successful Proposer shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. Commercial General Liability

A. Limits of Liability Bodily Injury and Property Damage Liability

City of Miami listed as an additional insured Contingent and Contractual Liability Premises and Operations Liability Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability Bodily Injury and Property Damage Liability Combined Single Limit Any Auto Including Hired, Borrowed or Non-Owned Autos Any One Accident \$ 1,000,000

B. Endorsements Required City of Miami listed as an Additional Insured

III. Worker's Compensation

Limits of Liability Statutory-State of Florida Waiver of subrogation

Employer's Liability

A. Limits of Liability \$1,000,000 for bodily injury caused by an accident, each accident. \$1,000,000 for bodily injury caused by disease, each employee \$1,000,000 for bodily injury caused by disease, policy limit

Umbrella Policy/Excess Liability

Limits of Liability Bodily Injury and Property Damage Liability Each Occurrence \$10,000,000
Aggregate Limit \$10,000,000

Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000

City of Miami listed as an additional insured

Coverage is excess over all applicable liability policies contained herein.

V. Crime Coverage

A. Limit of Liability \$1,000,000 Employee Theft and forgery and alteration City of Miami listed as an Obligee

VI. Liquor Liability

VII. Professional Liability

Each Claim \$2,000,000

A. Limits of Liability

Each Occurrence

\$1,000,000

Policy Aggregate

\$1,000,000

City of Miami listed as a named insured

Policy Aggregate \$2,000,000

Retro Date Included

VIII. Property

Commercial Property Insurance covering the all fixtures, inventory or contents, improvements, and betterments owned by Manager. The property policy shall, at a minimum, cover the perils insured under the ISO Special Causes of Loss Special Form (CP 10 30), or a substitute form providing equivalent coverages, including debris removal, windstorm, hail and flood, demolition and increased cost of construction that are caused by Legal requirements regulating the construction or repair of damaged Facilities, including an ordinance and law endorsement, in an amount of not less than the replacement cost of the property insured. In addition, the property policy should include coverage for business interruption including extra expense coverage written on an actual loss sustained basis, along with sprinkler leakage coverage and plate glass if applicable.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than “A-” 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. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer. 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 "A-" 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. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, on in accordance to policy provisions.

NOTE: CITY RFP NUMBER AND/OR TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement. --If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration. --In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

(4) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the RFP.

(5) The City may, at its sole discretion, terminate this Contract for cause and seek re-procurement damages from

the Successful Proposer in conjunction with the General and Special Terms and Conditions of the RFP. The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

2.11. CONTRACT ADMINISTRATOR

Upon award, Successful Proposer shall report and work directly with Andrew Schimmel, Senior Project Representative of the Department of Real Estate and Asset Management, or other authorized designee, who shall be designated as the Contract Administrator(s) for the City.

2.12. PERSONNEL OF SUCCESSFUL PROPOSER

The Successful Proposer represents that it has or shall secure at its own expense, all necessary personnel required to perform the stated services. Such personal shall not be City employees or have any contractual relationship with the City.

2.13. SUBCONTRACTOR(S) OR SUBCONSULTANT(S)

A Sub-Consultant, herein known as Sub-Contractor(s) is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this Solicitation. A Sub-Contractor shall be paid through Proposer or Proposer's firm and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this Solicitation. Proposer must clearly reflect in its Proposal the major Sub-Contractors to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractors proposed in the response of Successful Proposer or prior to contract execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer and insurance for each Sub-Contractors must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Proposer nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractors from performing work under this Solicitation.

Proposers shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer, the Successful Proposer shall provide a list confirming the Sub-Contractors that the

Successful Proposer intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, location of the place of business for each Sub-Contractor, the services Sub-Contractor will provide relative to any contract that may result from this Solicitation, any applicable licenses, references, ownership, and other information required of Proposer.

2.14. BID BOND/SURETY BOND

All responses shall be accompanied by a Certified Check (Money Order), Cashier's Check or Surety Bond in the amount of ten thousand dollars (\$10,000) payable to the City of Miami and conditioned upon the Successful Proposer submitting the specified Performance Bond within fifteen (15) days following award by the City Commission, in the form and manner required by the City. In case of failure or refusal to do so within the time stated, the security submitted with the proposal will be forfeited as liquidated damages because of such failure or default.

2.15. PERFORMANCE BOND

Within ten (10) working days following notice of award by the City, the Successful Proposer shall furnish to the City of Miami, a Performance Bond in the total amount of the Cost to the City for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the Successful Proposer.

2.16. USE OF PREMISES

The Successful Proposer shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the project manager, and shall not unreasonably encumber the premises with his/her materials. The Successful Proposer shall take all measures necessary to protect his/her own materials.

2.17. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Proposer shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Proposer, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

2.18. PUBLIC CONVENIENCE AND SAFETY

The Successful Proposer shall conduct his work so as to interfere as little as possible with private business or public travel. He shall, at his own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his actions or neglect or that of his agents or employees.

2.19. SAFETY MEASURES

Successful Proposer shall take all necessary precautions for the safety of employees, and shall erect and properly

maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of Successful Proposer shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Successful Proposer shall use only equipment that is fully operational and in safe operating order. Successful Proposer shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.20. TERMINATION

A. FOR DEFAULT

If Successful Proposer defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Proposer was not in default or (2) the Successful Proposer's failure to perform is without his or his Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost, including but not limited to an agreed upon amount specified in the definitive agreement which memorializes the bargained for exchange between the City and the Successful Proposer. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.21. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form attests to this. If a Professional Services Agreement (PSA) or other Agreement is provided by the City and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the City will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.

2.22. PRIMARY CLIENT (FIRST PRIORITY)

The Successful Proposer(s) agree upon award of this contract that the City of Miami shall be its primary client and shall be serviced first during a schedule conflict arising between this contract and any other contract Successful Proposer(s) may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.

2.23. UNAUTHORIZED WORK

The Successful Proposer(s) shall not begin work until a Purchase Order and a Notice to Proceed are received.

2.24. CHANGES/ALTERATIONS

Proposer may change or withdraw a Proposal at any time **prior to** Proposal submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the proposal deadline.

2.25. COMPENSATION PROPOSAL

Each Proposer shall detail any and all fees and costs to provide the required services as listed herein. Proposer shall additionally provide a detailed list of all costs to provide all services as detailed in Section III Scope of Services, as proposed. The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured, the City shall request the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

Failure to submit compensation proposal as required shall disqualify Proposer from consideration.

2.26. EVALUATION/SELECTION PROCESS AND CONTRACT AWARD

The procedure for response evaluation, selection and award is as follows:

- (1) Solicitation issued;
- (2) Receipt of responses;
- (3) Opening and listing of all responses received;
- (4) Procurement staff will review each submission for compliance with the submission requirements of the solicitation, including verifying that each submission includes all documents required;
- (5) An Evaluation Committee ("Committee"), appointed by the City Manager, comprised of appropriate City Staff and members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge, shall meet to evaluate each response in accordance with the requirements of this solicitation and based upon the evaluation criteria as specified herein;
- (6) The Committee reserves the right, in its sole discretion, to request Proposers to make oral presentations before the Committee as part of the evaluation process. The presentation may be scheduled at the convenience of the Committee and shall be recorded;
- (7) The Committee reserves the right to rank the proposals and shall make its recommendation to the City Manager requesting the authorization to negotiate. No Proposer(s) shall have any rights against the City arising from such negotiations thereof;
- (8) The City Manager reserves the right to reject the Committee's recommendation to negotiate, and instruct the Committee to re-evaluate and make another recommendation, or reject all proposals. No Proposer(s) shall have any rights against the City arising from such termination thereof;
- (9) If the City Manager accepts the Committee's recommendation to negotiate, Procurement will negotiate a final contract with the Successful Proposer, and submit a recommendation to award a contract (s) to the City Manager;
- (10) The City Manager shall then submit his or her award recommendation and negotiated contract (s) to the City Commission for approval. Written notice shall be provided to all proposers.
- (11) If the City Manager accepts the award recommendation, the City Manager's recommendation for award of contract will be posted on the City of Miami Procurement Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of "Award To" fields. If "various" is indicated in the Recommendation of "Award To" field, the Proposer must contact the Contracting Officer for that solicitation to obtain the suppliers names.
- (12) After reviewing the City Manager's recommendation, the City Commission may:
 - Approve the City Manager's award recommendation and negotiated contract(s);
 - Reject all proposals;
 - Reject all proposals and instruct the City Manager to reissue a solicitation; or

— Reject all proposals and instruct the City Manager to enter into competitive negotiations with at least three individuals or firms possessing the ability to perform such services and obtain information from said individuals or firms relating to experience, qualifications and the proposed cost or fee for said services, and make a recommendation to the City Commission.

DRAFT

The decision of the City Commission shall be final. Written notice of the award shall be given to the Successful Proposer.

2.27. ADDITIONAL SERVICES

Services not specifically identified in this request may be added to any resultant contract upon successful negotiation and mutual consent of the contracting parties.

2.28. RECORDS

During the contract period, and for a least five (5) subsequent years thereafter, Successful Proposer shall provide City access to all files and records maintained on the City's behalf.

2.29. TRUTH IN NEGOTIATION CERTIFICATE

Execution of the resulting agreement by the Successful Proposer shall act as the execution of truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the resulting Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

A. BACKGROUND INFORMATION

The information contained in this RFP is published solely for the purpose of inviting Proposers to consider the opportunity described herein. Prospective Proposers should perform their own due diligence investigations and render their own conclusions without reliance upon the Pre-Proposal Conference or the material contained herein.

1. INTRODUCTION

The City of Miami (the "City") is pleased to offer an exciting opportunity for a well-qualified business entity, with proven experience in concert venue operations and management (hereinafter "Operator" or "Proposer"), to operate, manage and market the Miami Marine Stadium (the Miami Marine Stadium shall hereinafter be referred to as "Venue"), the Virginia Key Maritime Center ("VKMC"), and the Flex Park.

Although three "facilities" are identified above, the City intends for the Venue, VKMC, and Flex Park to be treated as one (1) "venue" where a multitude of events may be held. The Miami Marine Stadium is intended to be Miami's premier concert and entertainment venue. Currently, the Venue has been redesigned to hold a combination of, approximately, 5,900 seats. The VKMC, which will be located adjacent to the Venue, will hold a mix of offices, VIP areas, food and beverage areas, and full-service restaurant space. The Flex Park, which will be located east of the Venue, will be an open field capable of hosting festival-type events. A combination of plans and renderings are located in the various exhibits attached hereto. The Operator will be tasked with managing all of these "facilities."

The proposing company shall demonstrate the ability to perform professional oversight in this type of business, clearly articulate achievable plans for an operation of this magnitude and document compliance with appropriate laws and regulations.

The City, through the Department of Real Estate and Asset Management (“DREAM”), will set and define policy and have authority over all contracts and agreements allowed under the City Charter and Code. The Selected Proposer will act as City’s agent in implementing these objectives, policies and guidelines and work in collaboration with DREAM staff.

This will be a fee based agreement for the oversight and management of the Venue, wherein the City will pay the selected proposer an annual management fee.

Further, the Operator must be ready to occupy the office space and take over operation of the VKMC by _____. The Operator’s management staff will provide full oversight of the Venue on a year round basis. The dedicated core management staff must be comprised of a Venue Manager, VKMC Restaurant Manager, Booking/Box Office Manager, Operations Manager and a necessary restaurant and administrative support staff. It is expected that during the off-season months (November – March), the VKMC may be rented for special events, i.e. corporate, community, and other events.

The City’s goals are threefold: (1) provide the public with the safest and most enjoyable customer experience, (2) maximize the City’s revenue, and (3) transform the Venue into Miami’s premiere concert and event location.

2. OBJECTIVE

The objective of this Request for Proposals (hereinafter “RFP”) is to award a ten (10) year Operational Oversight Agreement (hereinafter “Agreement”), with two (2) five (5) year extension options exercisable at the sole discretion of the City, along with approval of the City of Miami Commission (“Commission”). The Selected Proposer will act as the City’s agent with respect to the day-to-day operations of the Venue. It is expected that as many events as possible will be booked during the season when the Venue will be operating, which shall be, generally, April through October..

The Selected Proposer must be ready to commence work by _____, 2019. The Selected Proposer’s management staff will provide full oversight management of the Venue on a year round basis. It is expected that during off-concert months, the Venue may be rented for non-concert events, i.e. corporate, community and special events.

3. DESCRIPTION OF MIAMI MARINE STADIUM

Designed by architect Hilario Candela, the stadium was built on Virginia Key as the United States’ first venue purposely-built for powerboat racing. Dedicated as the, “Ralph Munroe Marine Stadium,” it was completed at a cost of around \$2 million and opened in 1963.

Utilizing a floating stage, located in front of the grandstand, the stadium hosted many world-class powerboat events. The stadium also became the site of a number of nationally televised happenings and, in later years, would become host to different events ranging from boxing matches to classical concerts to Sunday services.

Going into the 1980s, the stadium began to decline, due to a number of issues. In 1992, Hurricane Andrew struck South Florida, causing billions in damages. The stadium was not spared. After the storm, engineers for the City condemned the Venue due to cracks observed in the foundation. It has remained closed to this day.

In 2008, the stadium and adjoining basin were designated “historic” by Miami’s Historic Preservation and Environmental Board. It has also been recognized as an architectural masterpiece by the National Trust for Historic Preservation and World Monuments Fund. In 2018, it was placed on the National Register of Historic Places.

Currently, the City is about to embark on a substantial refurbishment of the stadium, to create a premier concert and event venue. The Successful Proposer will be tasked with, not only managing the Venue, but also helping to design and program the new spaces that will be created within and adjacent to the Venue.

4. VIRGINIA KEY WELCOME AND MARITIME CENTER

The VKMC will be located to the west of the Venue. The VKMC is envisioned to support the Venue by providing VIP guest areas, restaurant space, kitchen areas, and office space. It will also offer outdoor seating overlooking the Venue. It is envisioned the Successful Proposer will operate the food and beverage outlets at the VKMC.

5. FLEX PARK

(Insert Description)

5. EXISTING CONDITIONS

The Venue, VKMC, and Flex Park are offered “AS IS, WHERE IS.” NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ARE MADE AS TO ITS CONDITION, STATE OR CHARACTERISTICS BY THE CITY, INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL CONDITIONS. EXPRESS WARRANTIES, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND HABITABILITY ARE HEREBY DISCLAIMED. Testing, audits, appraisals, inspections, etc., desired or necessary to prepare an RFP response shall be at the sole cost and expense of the Proposers.

- **Boat Show:** The City has entered into a Revocable License Agreement with the National Marine Manufacturer’s Association (“NMMA”) for the Boat Show event, held for five (5) days annually, on and around President’s Day weekend. The Boat Show begins constructing its exhibition tents in November and disassembles them in March. Thus the Venue would only be operational when it does not conflict with the Boat Show’s operations. A copy of the revocable license agreement is included as **Exhibit _____**.

Proposers must respond to each of the following items in their written proposal. Each response in the proposal must be numbered to correspond with each of the numbered items herein.

PROPOSAL ITEMS 1) Operational Oversight and Management Plan 2) Event Services Staffing Plan 3) Sponsorships and Box Seating Sales Plan 4) Design and Programming Plan 5) Food and Beverage Concession Plan

1) Operational Oversight and Management Plan The Selected Proposer shall provide operational oversight and coordinated management of the Venue, acting as the City’s agent and working with and under the direction of DREAM’s staff with respect to the day-to-day operations of the Venue. The City, in conjunction with the Selected Proposer, will establish all policies and standards for the Venue including a Standard User Agreement, Booking Policy, and rules and regulations by which the Selected Proposer will manage the Venue on behalf of the City.

The management staff may include a Venue Manager, Booking Manager, Operations Manager/Box Office Manager and appropriate administrative support staff. This staff shall work for a company specializing in concert/theatre venue management that currently possesses at least one (1) of the following: manages at least (a) three (3) concert venues with a (b) minimum seating capacity of six thousand (6,000) in at least one venue and (c) have been in business for a minimum of five (5) years. Note: All On-Site Manager(s) must have a minimum of ten (10) years’ experience in entertainment management and/or facility experience and adequate technical background. The management staff is to be located at the Venue where office space will be provided. There will not be any City-staff located at the Venue. The management team will have the following basic duties and responsibilities Successful Proposer shall:

- a. Provide operational oversight management at the Venue that attracts world-class concert and performing arts talent.

- b. Manage and book the venue calendar along with challenge process. This includes active oversight of and interaction with all promoters and agents to ensure quality and diverse talent.
- c. Manage the food and beverage concession and include financial data in all financial reports. Note: the food and beverage concession will be under direct contract with the successful proposer. The selected proposer will provide oversight of this operation on behalf of the City to ensure the concessionaire is complying with the terms and conditions of the concession agreement.
- d. Manage the sales of sponsorships and box seating.
- e. Manage the sales of VIP areas within the Venue and, possibly, the VKMC, as well as parking.
- f. Manage and provide, through your company or a subcontract, for all customer-oriented event services including but not limited to ushers, ticket-takers and security on an as- needed basis.
- g. Provide a subcontract for pre, during and post-concert/event cleaning of the Venue.
- h. Prepare an operating budget, monthly financial reports, marketing plans and pro-forma for length of the agreement, including an accounting detailing all revenues and expenditures for each concert/event. Submit audited financials on an annual basis.
- i. Coordinate and collaborate with promoters before, during and after the event.
- j. Complete an end-of-show settlement process and act as the City's fiscal agent in collection of all fees owed to the City.
- k. Maintain public and concert staff ingress and egress at all times to the Venue.
- l. Manage all parking operations including subcontracting of the operation, as well as collecting and remitting all parking fees levied by the City.
- m. Prepare and manage a traffic control plan with the community, City, FDOT and other stakeholder input.
- n. Prepare and manage a shuttle program to transport customers from off-site parking lots and transportation hubs. The Selected proposer will need to hold shuttle services contract for this operation, if applicable.
- o. Be completely accessible to the surrounding community to answer questions.
- p. Manage and staff the Box Office at the Venue and VKMC, as well as online. The ticketing will be left to the promoter to select the ticketing company for their booked events.
- q. Coordinate with Miami Fire and Police Departments on all scheduled events regarding Fire, EMS, and Security services necessary for public protection.
- r. Perform annual Fire/Life testing of the Venue with a licensed contractor in conformance with Fire Department regulations.
- s. Purchase and install, on the City's behalf, the sound monitoring equipment.

- t. Procure annual lease arrangement for the house sound and lighting system, to the extent applicable.
- u. Coordinate with the City's Information Technology Department to keep web-site content up to date with calendar and promotional information.
- v. Ensure the Venue is always in a safe and clean condition. See Section ____ that describes proposer's cleaning responsibilities for custodial cleaning and trash collection services for pre, during and post-concert/events. Note: Building maintenance which includes all building components including but not limited to structural, mechanical and electrical for the Venue will be provided by the City unless the Selected Proposer is specifically requested by the City to perform a replacement or repair. Should a request be made and a mutually agreed upon scope and cost be reached, said cost would be reimbursed under the Selected Proposer's contract. Grounds Maintenance which includes tree trimming, mowing, weeding and landscaping will be provided by the City.
- w. Work with City staff to help design and formulate a new building program for the Venue, support facilities, additions to the Venue, and ancillary areas around the Venue, as the City embarks on renovating the Venue.

2) Event Services Staffing Plan The Selected Proposer shall be responsible for providing customer-oriented Event Services staffing on an as-needed basis. These services will include parking, ushers, ticket takers, security, shuttle services and box office. The Selected Proposer has the ability to subcontract this work should your company not provide these services in-house. The Selected Proposer shall implement industry accepted practices and standards needed to provide the best service to the City and its customers - the performers, promoters, and patrons utilizing the Venue. Every effort shall be made to display professionalism to assist in creating a positive image of the Venue while enhancing the patrons experience and safety.

- a. Ushers Duties include, but are not limited to, assisting patrons by providing directional guidance between entry points and seating areas and other patron facilities, and checking tickets to ensure correct seating placement. They shall, at all times, be kind, courteous, and helpful to the patrons.
- b. Ticket taker personnel shall be capable of scanning tickets or collect, verify and tear as many tickets as possible per hour. They are to prevent unauthorized entry into the Venue, obtain accurate ticket counts by hand or using mechanical or electronic counting devices, and to perform visual check of patrons entering the Venue for contraband items.
- c. Security personnel are responsible for, but not limited to, crowd management; direction and safety; enforcement of facilities' regulations; entrance inspection for checking of contraband items; and the securing of backstage areas, VIP/hospitality areas and other areas from unauthorized entry. Security will also be responsible for outside areas including but not limited to, parking lots, front entry plaza, and the surrounding Venue area. Security personnel shall be strategically placed and roaming the immediate grounds to ensure good collaboration and respect with surrounding businesses.

The Security Company used shall have requisite security experience and skills managing, and developing security plans for this type of Venue.

Security plans shall involve the ability to react to both anticipated and unanticipated issues. As a result, the ratio of security personnel may increase or decrease depending on size, music genre, and time of day of the event.

- d. Parking Attendants will be responsible for managing the safe entry and exit of all parking lots serving the Venue as well as collecting and remitting all parking fees levied by the City. They will be directly responsible for coordinating with Miami Parking Authority and Miami Police Department. It shall be the responsibility of the Venue's Operations Manager to coordinate with a parking supervisor to ensure accurate account of vehicles parked, as well as loading and unloading of patrons utilizing the shuttle services. They shall be responsible for any cash handling, along with audited parking counts that shall be turned over and secured by the management team. All

funds collected shall be remitted to the City within twenty-four (24) hours after the conclusion of an event.

e. The Box Office will be open on show days a minimum of two (2) hours before each event and will be open for six (6) hours each Saturday. Promoters will select the ticketing agent. There shall not be an exclusive ticketing agent at the Venue. Box Office staff must be able to process sales on multiple systems.

f. Concert/Event Cleaning Custodial services are to be provided to ensure the Venue is clean prior to, during, and following a concert or event. This applies to all public and private areas of the Venue including but not limited to seating areas, restrooms, stage, backstage, dressing rooms, parking areas, and VIP areas. All trash shall be collected and taken to an onsite collection area immediately following the concert or event. Trash pickup shall also include all parking areas and

shall occur directly following the concert or event. Restrooms shall be kept in a clean and sanitary condition at all times requiring intermittent cleaning during the concert or event.

Note: Proposer shall be responsible for all custodial services for office space on a year round basis.

g. Shuttles Traffic mitigation measures and minimizing stacked parking are an essential part of the operation. Shuttle services need to be provided from City-owned parking lots located within Virginia Key and surrounding parks. Proposer's plan should include shuttle ridership incentive ideas to maximize the use of the shuttles.

3) Sponsorship and Box Seating Sales Plan It will be the responsibility of the selected proposer to manage the sale of sponsorships, box seating and VIP areas, to the extent this is applicable to the future design and programming of the Venue, in conformance with the City's sponsorship policies and guidelines. The selected proposer shall diligently undertake and perform the sponsorship and box seating sales of the Venue; provided, however, the City reserves the right to seek and obtain sponsorship opportunities from potential sponsors. The City reserves the absolute right in its sole discretion to refuse any sponsorship presented by the selected proposer that promotes moral turpitude and the City shall not be liable for any fee in the event of such refusal.

Prepare a marketing strategy as part of this RFP that will best achieve maximum revenues from sponsorships and box seats. Include total anticipated sales and minimum revenue share to the City.

4) Design and Programming Plan The Selected Proposer shall provide input and consult with the City and the architectural team working on the redevelopment of the Venue. The Selected Proposer shall perform services, including but not limited to:

- a) Consultation with the City, research applicable programming criteria, attend project meetings, and communicate with members of the project team.
- b) Confirm the scope and intent of the project in consultation with the City.
- c) Upon request by the City, make a presentation to City representatives to explain the programming to be utilized in developing the project.
- d) Based on the scale of the project, the type of facilities, and the level of specialized functions that will be required, the selected proposer shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals that will impact the project, including institutional purposes, growth objectives, and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria.

- e) Identification and confirmation of the City's objectives for the project, including such elements as image, efficiencies, functionality, cost, and schedule.
- f) Identification and evaluation of the constraints and opportunities that will have an impact on the existing facility, such as government requirements, financial resources, location, access, visibility, and building services.
- g) Identification of traffic and circulation patterns, use levels, and general adequacy of spaces to accommodate users.
- h) Preparation of a written description or graphic illustration of the existing space utilization, identifying space requirements and relationships for FF&E, operating procedures, security requirements and communications.
- i) Make a determination of space requirements, space relationships and circulation (both within the Venue and the support facilities near the Venue), including consideration of the ambient environment, safety and security, furnishings, flexibility, and site information.
- j) Establishment of general space quality standards such as lighting, equipment performance, acoustical requirements, security, and aesthetics.

Prepare a strategy as part of this RFP that will best achieve the above stated goals. Include areas of concern related to how the Venue is, currently, configured and discuss how those concerns will be mitigated.

5. Food and Beverage Concession Plan The Operator will be the exclusive provider of food and beverage service to the general public at the Venue, VKMC, and Flex Park offering one seamless food experience to concert attendees during the concert season, as well as enhanced food and beverage services to VKMC patrons throughout the year.

Proposers must specify key personnel dedicated to the food and beverage operations and must assign at least one on-site manager, for the Venue food and beverage, and one on-site manager for VKMC operations. The on-site managers must have a minimum of ten years' experience in food and beverage management. Proposals must include descriptions of key personnel, assigned responsibilities, and required licenses and certifications.

At a minimum, the food and beverage concession plan should describe how the Operator will:

- a) Provide Food and Beverage service for concerts and additional special events at the Venue, VKMC, and Flex Park between, generally, April and October.
- b) Provide service to patrons at VKMC 365-days-a-year and must open at least one and a half hours prior to and after concerts and events at the Venue.
- c) Provide service to meet the needs and expectations of the City, Venue attendees, and the neighboring community.
- d) Propose courtyard and other seating areas as necessary to meet the needs of the public, especially at the VKMC.
- e) Minimize wait times.

f) Maximize patron experience through high-quality and uniquely featured menu items, quality of service, and an attractive ambiance.

g) Provide professional service at reasonable, market prices.

h) Assess, install and provide on-going maintenance and equipment, such as all necessary furnishings and equipment, to create an attractive and inviting Concession.

i) Provide food and beverage which incorporates the demographics and needs of the community and patrons.

j) Establish and increase a strong customer base at the Concession through the use of marketing and advertising tools and outreach to the community.

k) Coordinate with the City to develop menu items/concessions for the Venue, as well as non-concert events i.e., corporate events, community, and special events.

l) Develop a menu for the VKMC which offers options for value priced express items for Venue attendees, as well as a full sit-down menu for the general public when there are no concerts or events at the Venue.

m) Implement, maintain and enforce all safety rules and regulations related to this Concession.

n) Obtain all permits related to serving alcoholic beverages at the Venue and at VKMC.

Proposals must include quality food and beverage items, with proposed pricing, including but not limited to, high quality “grab and go” local cuisine, craft beers, wine, and non-alcoholic beverages that reflect the cultural diversity of the events and the City.

Proposers must provide all equipment and furniture necessary to operate the concessions, including but not limited to kitchen equipment, dining area furniture, outdoor dining furniture, bars, mobile food and beverage carts, point of sale systems, credit/debit card machines, and must maintain all equipment in good working condition throughout the term of the Agreement. A list of the major equipment must be included in the proposal.

All permits and licenses, for operating the concession, must be maintained throughout the term of the Agreement.

The following should be described as part of the Food and Beverage Concession portion of the proposal:

a. Additional Services and/or Amenities Proposers are encouraged to consider and propose additional food and beverage business activities and/or amenities, including additional points of sale, provided they are appropriate, compatible with other City activities, and approved by the City.

b. Financial Projections and Planning

Proposers are to complete and submit a Pro Forma Financial Statement (Pro Forma) for the Food and Beverage portion of the operation.

The Pro Forma should cover anticipated operations over the maximum twenty (20) year term of the Agreement (including extensions). Projections should demonstrate sound financial planning, be realistic and achievable, and support all elements of the proposal. Therefore, please show the following:

(i) Pro Forma Profit and Loss: Projections for a maximum twenty-year term, including projected revenues for each category of sales; variable costs (e.g. cost of goods sold); fixed costs (e.g. salaries, advertising and marketing, revenue-sharing, depreciation, utilities, insurance, etc.); interest and taxes, debt rate, net profit, etc.; proposers will be able to enter any additional information pertinent to your financial planning.

(ii) Break-Even Analysis: The Proposer's return on investment should be reflected here. Proposers should provide narrative explanations of their projected financial planning, indicating any assumptions made in financial planning; for example, expected interest rates, inflation rates, and anticipated increases or decreases in staffing levels; anticipated revenue and/or attendance increases; and if so, by how much. Indicate any research you have undertaken to support your assumptions.

a. Proposed Operational Plan for Front Plaza Area

(i) Operational Plan for Front Plaza Area during the Concert Season A layout plan of temporary and or mobile food and beverage areas in and around the front entry plaza with descriptions of quality food and beverage items including but not limited to high quality "grab and go" local cuisine, craft beers, wine and non-alcoholic beverages during the concert season between April and October.

(ii) Operational Plan for Front Plaza Area during the Non-Concert Season During the non-concert season, the front plaza will be open for park patrons. Proposals may include operation of a food and beverage concession in the front plaza area that would serve park visitors year-round, so long as this does not conflict with the Boat Show Agreement. If the food and beverage offerings are different during the non-concert period, include the proposed menu items, along with proposed pricing.

4. Submission Requirements

4.1. SUBMISSION REQUIREMENTS

Proposers shall carefully follow the format and instruction outlined below, observing format requirements where indicated. Proposals should contain the information itemized below and in the order indicated. This information should be provided for the Proposer and any sub-consultants to be utilized for the work contemplated by this Solicitation. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

ALL RESPONSES WILL BE SUBMITTED IN HARDCOPY FORMAT ONLY TO INCLUDE ONE ORIGINAL AND SEVEN (7) COPIES. NO ON-LINE SUBMITTALS WILL BE ACCEPTED. The responses to this solicitation shall be presented in the following format. Failure to do so may deem your Proposal non-responsive.

A. Include the signed RFP Certification Statement.

B. Include in detail, evidence that clearly demonstrates Proposer meets the minimum qualification requirements, pursuant to Section 2.__. Proposer's Minimum Qualifications

1. Cover Page

The Cover Page should include the Proposer's name; Contact Person for the RFP; Firm's Liaison for the Contract; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers, if applicable Email addresses; Title of RFP; RFP Number; Federal Employer Identification Number or Social Security Number.

2. Table of Contents

The table of contents should outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary

A signed and dated summary of not more than two (2) pages containing an Executive Summary, describing elements contained within Proposer's proposal, including such factors as Professional Experience and Qualifications, Reputation, Financial Responsibility, and both Fiscal and Marketing Plans. Proposer shall specifically indicate the type of plans proposed. The Executive Summary shall also include the Proposer's proposed operation for this Venue. and shall include the address; length of time in business; type of business organization (i.e. Limited Liability Company, partnership, etc.); size of company (including total number of employees and annual gross revenue); Names of persons responsible for operations; Pending mergers, if any (if none, so state in response); and Ownership information for all proposed subcontractors;

4. Proposer Information

A. Minimum Qualification Requirements

1) Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who fail to provide supporting documentation may be deemed non-responsive.

B. Proposer's Experience and Qualifications

2) Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Proposer shall provide its organizational history, and structure; the years Proposer and/or firm has been providing professional management service(s), and shall provide a list of all principals, owners or directors.

3) Describe your business entity's background and experience in providing venue management at large, niche venues, such as Miami Marine Stadium. If this is a new company, partnership, or joint venture formed for the operation of the Venue and management of the concessions, describe the background and qualifications of each of the partners or principals.

4) Provide a detailed description of comparable contract (similar in scope of services, size and complexities, to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years. Include documentation that shows Proposer has provided venue management services for a minimum of three (3) different concert/theatre venues, with a minimum seating capacity of six thousand (6,000) per venue. The information should identify for each project:

- Client;
- Description of work;
- total dollar value of the contract;
- dates covering the term of the contract;
- client contact person and phone number, and
- statement of whether Proposer was the prime contractor or subcontractor.

Where possible, list and describe those projects performed for government clients or similar sized private companies.

5) Provide documentation on the past performance for yearly bookings success rate, for facilities the Proposer has operated and managed, categorized by the number of bookings; and the types of bookings (conventions, conferences, marine, and entertainment music/theater/stage performances).

6) Provide three (3) client references on client company letterhead with names and contact information for facilities

Proposer has successfully managed and operated. These can include the contracts listed in item 4 above. Include names, addresses, telephone numbers, and the scope of the business relationship. The City reserves the right to verify any such information submitted in this process. Such verification may include, but is not limited to, speaking with Client references, reviewing any and all documentation for the same, site visitations, and any and all other independent confirmation of date as the City may deem necessary, in its sole discretion.

7) Provide three (3) references from banks and other financial institutions, on bank's letterhead. These can include the contracts listed in item 4 above. Include names, addresses, telephone numbers, and the scope of relationship.

8) Proposer shall provide any such other information and/or information which the Proposer deems relevant to its organization and/or its ability to provide quality professional management of the facility for the City. Proposers must include at a minimum, responses to the item listed below (if none, please state none):

- a. Description of similar, current, and past operations which detail why your firm possesses the most relevant knowledge, skills, and abilities to make this Venue a success.
- b. Revenues of current or past comparable operations under the proposer's management, broken down by category (i.e. promoter rent, parking, sponsorships, etc.), for the previous five (5) years.
- c. Proposer's years of experience managing those facilities you have highlighted above.
- d. Extent of any related relevant experience.
- e. Additional information which demonstrates your qualifications.

9) Proposers shall provide:

- a) List all contracts commenced and terminated, for whatever reasons, during the preceding twelve (12) months, along with an explanation of the reasons for the termination.
- b. List of all contracts which terminated, for whatever reason, during the most recent twelve (12) months, along with an explanation of the reasons for the termination.

10) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three (3) years.

11) Identify if Proposer has taken any exceptions to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

C. Key Personnel and Subcontractors Performing Services

12) Provide an Organizational Chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

13) List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.

14) Describe the Proposer's subcontractor's organizational history and structure, and the number of years Proposer

and/or firm has been providing professional management service(s). Include past performance for yearly bookings success rate of at least five (5) facilities the subcontractor has operated and managed, by the number of bookings; and the types of bookings (conventions, conferences, and entertainment music/theater/stage performances).

15) Provide a detailed description of comparable contracts (similar in scope of services, size and complexities, to those requested herein) which the subcontractor has either ongoing or completed within the past three (3) years. Include description of any contracts for marine convention industry management. The description should identify for each project the same information requested in item 4 above.

16) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

17) Describe the extent of work to be performed by each identified subcontractor. Describe Proposer's prior relationship with the subcontractor(s), and Proposer's assessment and prior evaluation of the subcontractors. Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified in its proposal.

D. Proposed Approach to Providing the Services

18) Describe in detail, services and enhancements that the Proposer could provide in addition to the Scope of Services

19) Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services. Provide a project schedule identifying specific key tasks and duration.

20) Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work on this project.

21) Provide any and all information/documentation concerning its proposal's clear address of the City's objectives as identified in the Specification/Scope of Work section.

22) Provide a statement regarding the Proposer's ability to comply with the Insurance requirements of the Contract.

23) Describe Proposer's plan to retain employees, hiring, training, motivation and promotion policies.

24) Describe Proposer's ability and readiness to begin providing services as requested herein including Proposer's planned training schedule to meet the anticipated start date of _____, 2019. Include a schedule of mobilization and transition including duties with associated time frames.

E. Proposer's Management Operational and Marketing Plans

25) Describe Proposer's approach to facility operation and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.

26) Provide a preliminary Management and Operation Plan presented in sufficient detail for the Facility which shall

include traditional property management functions, of mixed-income properties, in accordance with Federal, State, and applicable local ordinances, regulations, codes and local laws and responsibilities as described in Scope. It is anticipated that the Successful Proposer will take over management and operation of the facilities starting approximately _____, 2019.

27) Provide a Marketing Plan. The Marketing Plan shall be creative in proposing alternative revenue sources including, but not limited to, a) attracting regional, national, and international conventions/exhibitions, and b) in capitalizing on Miami's strategic niche "location" for the realization of maximum returns per the allotted premises available.

28) Describe Proposer's approach by demonstrating how, through marketing, the Proposer will execute the objectives and implementation of the work in this solicitation, including how the Proposer intends to maximize revenue for the facilities.

29) Describe in detail, services and enhancements that the Proposer could provide in addition to the Scope of Services.

F. Proposer's Price and Financial Capacity

Each proposer must demonstrate the financial means and resources to finance, operate, and sustain the Venue operation as proposed, including start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital, if needed. To this end, each proposer must provide, with the submitted proposal, the following items.

All items submitted are subject to verification by the City.

30) Provide a minimum of three (3) years certified business audited financial statements demonstrating the Proposer's financial strength and stability. The financial statements shall include, but are not be limited to, the following:

- a) balance sheets; b) income statements; c) cash flow statements; and d) the Proposer's most recent quarterly financial statements. Proposer's most recent certified business financial statements must be as of a date not earlier than the end of the preceding year.

Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. If certified financial statements are not available provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, or other relevant documentation.

31) Complete Price Proposal Schedule (Revenue and Financial Model) and submit with proposal.

a) Good Standing No qualified opinion in the audited financial statements, including "going concern" issues shall be permitted.

b) Amount of Investment Required State the amount of investment the proposing entity will require to begin operations, as proposed. This amount must include start-up costs.

- 1) Amount of investment to begin operations as proposed (to include):
 - (i) Performance deposit
 - (ii) Inventory
 - (iii) Equipment.
 - (iv) Operating supplies
 - (v) Others (list)

c) Source(s) of Funding Concession Operation

Proposers must include a response to each proposal item listed below:

a. Indicate whether the proposed source of funding the above amount is cash reserves, financing from a commercial lender, other sources, or a combination thereof.

b. Of the total amount required, indicate the amount that is to be funded through each source.

4. Financial Documentation Each proposer must provide, with the proposal, the following written verification of its ability and commitment to provide adequate funding in the amount indicated above. If a partnership or joint venture, the following must be provided for each of the entities comprising the partnership or joint venture.

Proposers must include a response to each proposal item listed below:

a. If cash reserves are to be used to fund the operation, provide the following:

(i) Bank statements for the proposing entity for the twelve (12) months preceding the release date of this RFP.

(ii) If the proposing entity is a public corporation, include a letter signed by an officer of the company that represents that company's finance committee or other entity (executive committee, board of directors, etc.) that has the authority to approve the expenditures. NOTE: such letter must be an original and must be notarized.

(iii) Copies of current credit reports/ratings of the proposing entity. If private capital is to be used, provide copies of current credit reports/ratings of the person(s) whose funds are to be used ("current" shall mean as of January 2018).

b. If loans are to be used to fund the operation, provide the following (if no loans are to be used, so state in your response to this section):

(i) A copy of an unconditional, formal letter of commitment from the lender(s).

(ii) Copies of current credit reports/ratings of the proposing entity ("current" shall mean as of January 2018).

c. Provide detailed documentation for any additional sources of funding. If no other sources of funding are to be used other than those already indicated, so state in your response to this section.

5. Evaluation Criteria

5.1. EVALUATION CRITERIA

5.1. EVALUATION PROCESS AND CRITERIA

Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in the Solicitation, is timely, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

Evaluation Criteria

The evaluation of proposals will consist of two (2) Levels. Each Proposer must pass Level I, in order to remain in consideration for Level II. Proposals will be evaluated by an evaluation Committee (Committee) which will evaluate and rank proposals on the criteria listed below. The Committee will be comprised of appropriate City personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced. The criteria are itemized with their respective weights for a maximum total of three hundred (300) points per Committee member.

Technical Criteria and Points

1. LEVEL I – COMPLIANCE WITH RFP SUBMISSION REQUIREMENTS (50 POINTS)

The City will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with proposal minimum requirements and mandatory document submissions. Proposers must meet requirements, provide requested information and satisfactorily pass background and reference checks to advance to Level II.

Submission Requirements:

- 1) Cover Letter.
- 2) Proposal Bid Bond
- 3) Compliance Documents.
- 4) All information in Exhibit ____.
- 5) List of venue owner contacts and references that is under Proposer's managerial control.
- 6) List of all community organization contacts that represent neighborhoods that are located in close proximity to a venue similar in nature to the Miami Marine Stadium.

2. LEVEL II – EVALUATION AND SCORING CRITERIA OF PROPOSAL ITEMS: (200 POINTS) Maximum points will be given to proposals that represent the most qualified firm that provides the best economic model, to generate maximum revenues, while providing the best customer experience in a safe and well managed venue. For the purposes of Level II evaluation, the responsive proposals will be evaluated, ranked and scored based on the criteria below: A) Proposer's relevant experience, qualifications, and past performance related to providing the type of services requested in this Solicitation (40 Points)

B) Relevant experience and qualifications of key personnel and staff, including key personnel and staff of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors (20 Points)

C) Proposer's approach to providing the management and operations of the facility, and marketing of services

required of the facility listed in this Solicitation (40 Points) D) Operational Oversight and Management Plan (35 points)

E) Event Services Staffing Plan (20 points)

F) Sponsorship and Box Seating Sales Plan (10 points)

G) Design and Programming Plan (10 points)

H) Food and Beverage Concession Plan (25 points)

3. PRICE AND FINANCIAL RESPONSIBILITY (50 POINTS)

A) Proposer's proposed Price and Financial Stability (50 Points)

The price and financial stability will be evaluated subjectively in combination with the technical proposal, including how well it matched Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing, payment, and financial evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions, pricing and payments of the contract as may be in the best interest of the city.

4) LOCAL PREFERENCE (5%) maximum of 30 Points

Five percent (5%) of evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73.

B. Oral Presentations

Upon completion of the technical evaluation indicated above, rating and ranking, the Committee may choose to conduct an oral presentation with the Proposer(s) which the Committee deems to warrant further consideration. All Proposers will be afforded the same time limits for presentations and responses to questions, so as not to place one Proposer at an advantage over any other Proposer. Upon completion of the oral presentations, the Committee will re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentations.

C. Negotiation/Award

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Any contract, resulting from this Solicitation, will be submitted to the City manager for approval. All Proposers will be notified in writing when the City Manager makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest, the City's decision of whether to make the award and to which Proposer shall be final.