Invitation to Negotiate (ITN) 2023-338-ND Management and Operation of the Miami Beach Convention Center Campus

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SECTION 0100 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Invitation to Negotiate (ITN) is issued by the City of Miami Beach, Florida (the "City"), as the means for interested parties (prospective proposers) to submit proposals for the City's consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement for the purpose noted herein.

The City utilizes Periscope S2G (formally known as BidSync) (www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITN. Any prospective proposer who has received this ITN by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this ITN. Failure to receive an addendum may result in disgualification of proposal submitted.

2. BACKGROUND. The City owns the world-class Miami Beach Convention Center (MBCC), nestled in the heart of iconic Miami Beach, near beautiful beaches, eclectic shopping, fine dining, cultural institutions, and upscale accommodations. Located 12 miles from Miami International Airport, MBCC is the perfect convention/meeting space for domestic and international events.

MBCC includes 1.4 million square feet of indoor space, inclusive of four (4) exhibition halls totaling approximately 500,000 square feet, a grand ballroom of approximately 61,000 square feet, a pre-function area of approximately 18,000 square feet, 84 meeting rooms, and a number of smaller ballrooms and outdoor event areas, as well as robust service areas and kitchens. The MBCC also contains approximately 800 guest parking spaces and several dedicated valet areas. The MBCC received a full \$640 million renovation, which was completed in 2020. The MBCC received the Global Biorisk Advisory Council (GBAC) gold standard rating and has also achieved LEED® Silver Certification. The MBCC is supported by and adjacent to Pride Park, Collins Canal Park, and the Carl Fisher Clubhouse and Annex. Collectively, these areas are known as the MBCC campus.

Adjacent to the MBCC campus is the site of the future convention center hotel, the Fillmore Miami Beach Jackie Gleason Theater, and Miami Beach City Hall. The convention center hotel, The Grand Hyatt Miami Beach Convention Center Hotel, is being developed and managed by a third party on City-owned land through a development agreement and ground lease. The hotel is under construction with a targeted completion date of 2026. The hotel will be connected to the MBCC via a sky bridge and will include 800 rooms, 90,000 square feet of indoor meeting space, 10,000 square feet of outdoor space, several food and beverage establishments, a parking facility, two (2) pools, a gym, and a club lounge. The Jackie Gleason Theater is an approximately 41,000-square-foot performance venue that can accommodate up to 2,700 guests. Neither the hotel nor the Jackie Gleason Theater is under the scope of this ITN. See Figure 1 for a map of the MBCC campus and the adjacent area.

Figure 1 - MBCC Area Map.



In Fiscal Year 2022, the MBCC campus hosted 67 events including, but not limited to a number of international, national, and regional annual events such as the Miami International Boat Show, Art Basel, Design Miami, American Society of Plastic Surgeons Convention, Florida Supercon, the Jewelry International Showcase.

The City is currently under agreement with Oak View Group (OVG360) for the management and operation of the Miami Beach Convention Center campus. The agreement expires on March 31, 2024. The convention center agreement includes a fixed management fee adjusted annually by the percentage change in the Consumer Price Index ("CPI"), not to exceed 3% in any one year. In addition, OVG360 is entitled to an annual incentive fee during the term of the agreement in an escalating amount not to exceed the value of the management fee. The incentive fee is based on the following categories: customer service and surveys, financial performance, maintenance and improvement of facility and capital equipment, and discretionary.

3. PURPOSE. As a result of the expiring agreement with OVG360, this ITN is being issued to solicit qualifications-based proposals from firms interested in being considered for the management and operation of the Miami Beach Convention Center campus. The City intends to select an experienced management company capable of operating, managing and maintaining the MBCC and being responsive to the desires and directives of the City in the areas of contract enforcement, scheduling, personnel relations, event programming and any and all other matters pertinent to the operation and management of the MBCC. It is expressly understood that the management company of the MBCC will be located on-site.

Through this ITN and resulting agreement, the City has several overall operational goals for the MBCC campus management company, as summarized below.

- 1. Operate a first-class, high-quality, state-of-the-art convention center that is competitive in the industry and meets the needs of conventions, consumer shows, meetings, entertainment, and community events.
- 2. Identify and implement initiatives to enhance MBCC revenues while ensuring that the MBCC remains economically competitive with other convention venues and that conventions, tradeshows, and other meetings are attracted to and retained at the MBCC.
- 3. Provide superior services to users of the MBCC and patrons and visitors attending events at the MBCC, thereby maximizing customer satisfaction as exhibited by an industry-wide positive image of the MBCC.
- 4. Develop and implement initiatives to penetrate new markets, attract new events, and promote the MBCC to enhance the usage of the MBCC and increase hotel occupancy.
- 5. Maximize the economic impact on the City and region (via the accommodation of non-local conventions, conferences, and meetings) and overall facility utilization while minimizing the annual operating cost for the MBCC. Creative and experienced approaches to striking this critical balance are important to the City.
- 6. Properly maintain and safeguard the City's capital investment in the MBCC through the exercise of the highest standards of maintenance and preservation, and, as the need arises, recommend capital improvements.
- 7. Achieve all objectives in a professional manner, consistent with best industry practices and all applicable laws and ordinances.
- 8. Work with the City to create master plans for current and future MBCC and related hospitality development needs.
- 9. Assist the City in negotiating various contracts and agreements involving facilities, goods, and services related to MBCC campus management and operations.
- 10. Coordinate all advertising, licensing/booking, promotional activities, marketing, and public relations for the MBCC in coordination with the City and the Greater Miami and Miami Beach Convention and Visitors Bureau (GMCVB).
- 11. Work cooperatively with the GMCVB in attracting events to the MBCC. Collaborate with GMCVB to 1) conduct credible research to identify target markets, brand position, messaging, and related destination marketing initiatives for the MBCC; and 2) develop and implement a research-based marketing plan for the MBCC focusing on business/corporate/meeting travelers in selected target markets.
- 12. Advertise and otherwise promote the MBCC through cooperative outreach to leading regional/national/global

- event planners, corporate decision makers, meeting planners, marketing and public relations professionals, and other similar groups. Provide public relations and promotional support for special events as required by the City and MBCC. Work collaboratively with GMCVB and other tourism agencies in the region to maximize the impact of all marketing resources. Measure the effectiveness of key elements of the marketing plan and make supportable adjustments to future efforts.
- 13. Food and beverage operations are excluded from the scope of this ITN. The management company must agree to coordinate and collaborate with the food and beverage operator selected by the City. The current food and beverage operator is Sodexo Live! (whose contract expires on September 30, 2026).
- 14. The resulting agreement will be subject to the City's living wage requirements pursuant to Section 2-408 of the City Code.
 - 3.1. Interested Parties. Interested parties are invited to submit proposals in accordance with Section 0300. In accordance with the instructions of Section 0300, interested parties should provide detailed information that demonstrates its experience in managing and operating a world-class convention center or similar facility. Specific scope proposals are not requested at this time. Responsive proposals will be evaluated in accordance with Section 0400. The City Manager may recommend negotiations with one or more firms per Section 0100, Sub-section 12, or may recommend rejecting all responsive proposals. Contract negotiations to determine terms, conditions, scope, insurance/bond requirements, and costs will commence with the selected proposers as authorized by the City Commission in accordance with Section 0100, Sub-sections 12 and 13.

This ITN is under the cone of silence pursuant to Section 2-486 of the City Code. All communications and questions are to be directed to the procurement contracting officer identified in Sub-section 6 below.

4. SCOPE OF SERVICES REQUIRED. The foregoing represents the major areas of responsibility for the selected management company. Notwithstanding, the City reserves the right to, by mutual agreement, add or delete the scope of services provided by the selected management company. The successful proposer shall manage and operate the MBCC campus in accordance with policies approved by the City. The successful proposer shall be responsible for all day-to-day functions and operations of the MBCC campus and shall operate the MBCC at all times in the public interest and in accordance with the highest professional and ethical standards, including but not limited to the following:

Management

- The successful proposer shall prepare and submit annual budgets for MBCC campus operation. The
 proposer shall also maintain a system of internal controls to provide reasonable assurance that MBCC
 campus resources are used effectively and efficiently. The proposer shall keep full and accurate accounting
 records relating to its activities at the MBCC campus in accordance with generally accepted accounting
 principles.
- The successful proposer shall report and provide regular reports to the City Manager or designee(s). The
 City shall make periodic inspections of the MBCC and equipment to determine that they are being properly
 maintained. The proposer will be required to make any improvements in cleaning or maintenance methods
 as required by the Management Contract.
- It is the intention of the City that service is of the highest quality attainable. The selected proposer will
 maintain the standard of operations, quality of service, maintenance and physical appearance of the MBCC
 as a first-class convention and exhibition center. All areas of the MBCC are to be kept clean, orderly,
 attractive, and sanitary at all times and in strict accordance with the applicable laws, ordinances, rules, and
 regulations as well as the standards of the City.
- The successful proposer shall consistently endeavor to improve the operation of the MBCC with a view toward developing the most efficient and highest quality of service to the customers, minimizing operating

costs, increasing the quality of maintenance and security, and maximizing gross receipts without negatively impacting exhibitor or show manager costs.

- The successful proposer shall consistently endeavor to improve the operations of the MBCC to be more sustainable and implement innovative and effective practices to improve the sustainability of the building.
- The successful proposer shall implement strategies and initiatives that support the City's sustainability initiatives, including but not limited to Plastic Free MB, food waste diversion, energy efficiency, energy benchmarking, and energy and water conservation.
- The successful proposer should pursue options for transportation for convention attendees to connect them
 to their most frequented destinations, including but not limited to the airport or major hotels, to reduce the
 venue's carbon footprint and help achieve the City's sustainability and climate goals.
- The successful proposer shall be responsible for negotiating all rental rates, fees, and charges for services
 provided throughout the MBCC campus and executing and performing all contracts, use agreements,
 licenses, and other agreements.
- The proposer shall establish an effective system of communication that encourages linkages and collaborative efforts between the MBCC, the GMCVB, and other segments of the hospitality industry, including the Miami Beach Visitors and Convention Authority (MBVCA) and the Miami Beach hotel industry and other visitor industry segments.
- The successful proposer will have oversight responsibility over any and all sub-contractors and concessionaires, as set forth in the Management Contract. The successful proposer will also negotiate future sub-contractor agreements, to be approved by the City.
- The successful proposer will administer payroll systems for all persons employed by the proposer at the MBCC campus.
- The successful proposer will develop and/or abide by procurement policies, adhering to applicable city code, ordinances, as well as to any applicable City policies as directed by the City.
- The successful proposer will undertake MBCC campus information technology functions and maintain systems in state-of-the-art conditions.
- At the conclusion of the term of the negotiated agreement, the successful proposer shall be responsible for returning the MBCC campus and Furniture, Fixtures, and Equipment (FF&E) to the City in the same condition in which they were provided, except for normal wear-and-tear.
- The successful proposer shall abide by all applicable local, county, state, and federal laws pertaining to its
 operation and shall secure all licenses and permits necessary for the operation of the MBCC campus. The
 successful proposer shall be responsible for and pay all federal, county, city, and state taxes arising as a
 result of the Management Contract, including those levied against the City.
- The successful proposer shall negotiate and execute all agreements for use of MBCC space for events.
 The City shall have the right to reject the character of services and require that undesirable practices be
 discontinued or remedied. Failure of the successful proposer to take appropriate action after notification from
 the City and a reasonable opportunity to cure may result in the cancellation of the Management Contract at
 the City's discretion.
- The successful proposer shall thoroughly train and closely supervise all employees so that they are aware of and habitually practice high standards of cleanliness, courtesy, and service.
- The successful proposer shall thoroughly train and closely supervise all employees to follow best management practices for the proper separation and disposal of waste and recyclable materials.
- The successful proposer shall subject its employees to drug testing and criminal background checks, as prescribed. Employees shall at all times maintain a professional appearance consistent with the requirements of the Management Contract.
- The successful proposer shall not employ any person who does not conduct him or herself in a business-like
 and professional manner and shall promptly take appropriate disciplinary action against employees who do
 not meet this standard, up to and including termination. Any employee so terminated shall not be reemployed at the MBCC without the City's written consent, as specified in the Management Contract.

Maintenance and Repair

- The successful proposer shall be responsible for all preventative maintenance and maintenance and repair of the MBCC campus. The successful proposer will maintain the interior, exterior, and infrastructure of the physical facility and grounds, including non-capital repairs and maintenance. The successful proposer shall also be responsible for informing the City of degraded conditions and for preparing annual Capital Improvement Program project lists with a recommended capital budget for consideration by the City. The proposer is further responsible for taking all actions necessary to maintain the validity of all warranties and for ensuring that repairs to any part of the MBCC or FF&E which is under warranty is accomplished under the warranty.
- The successful proposer shall maintain a neat and orderly operation at all times and shall be responsible for
 or oversee vendor contracts. The successful proposer shall make available all areas of the MBCC under its
 control for examination at any time by the City or an authorized representative.
- No signs or advertising identifying the successful proposer or its subcontractors shall be placed on the premises unless the City Manager or designee/authorized representative first approves it in writing.
- No alterations or additions shall be made to the MBCC, or any part thereof, without first having obtained the
 written consent of the City Manager or designee/authorized representative. Authorized alterations or
 additions shall become the property of the City at the expiration date/or termination of the Agreement.
- The successful proposer shall not remove any FF&E furnished to the MBCC without the express written permission of the City.

GMCVB & Hospitality Industry

- The successful proposer will collaborate with the GMCVB to maximize the destination and brand awareness, social media response metrics, and visitation levels.
- The successful proposer will establish and maintain a positive relationship with Miami Beach small/medium/large hoteliers, event planners, travel agents, business organizations and associations, restaurateurs, venues, and other similar groups.
- The successful proposer will maintain and promote the City's international brand-name status through the
 press, the travel industry, and marketing efforts. They will also continue to support local commercial
 businesses catering to the tourism industry through marketing and public relations programs.
- **4.1. City Retained Rights.** At a minimum, the City intends to maintain the following rights with respect to any resulting agreement and the scope of work provided by the selected management company.
 - Work in mutual accord with MBCC campus management company/general manager to ensure the highest quality of services and facilities.
 - Appoint a City Manager representative/designee to oversee general manager obligations, including the MBCC Management Contract.
 - Receive and review independent audits of MBCC financial statements.
 - Oversee payment of MBCC debt.
 - Receive and review customer survey research completed by MBCC management, including analysis that affects incentive payments identified in the Management Contract.
 - Review, approve, and budget capital projects for repair/replacement at the MBCC campus, in conjunction with the MBCC management team.
 - Monitor overall management company performance through an annual performance audit.
 - Review MBCC campus pricing, policies, and other arrangements necessary for the operations of the MBCC campus.
 - Review all labor negotiation strategies and negotiation efforts as may be required with collective bargaining.
 - Review and monitor all revenue from the operation of the MBCC campus by the successful proposer and monitor all operating expenses within a budget developed by the successful proposer and approved by the City.
 - Provide all initial land, buildings, and facilities and FF&E in good working order (to be inventoried at time of

- contract signing).
- Review and approve MBCC's purchase of all necessary on-site equipment and replacement items of major capital equipment in accordance with the recommended and approved capital improvement plan.
- Make periodic inspections of the facilities and FF&E to determine that they are being maintained in a neat
 and orderly condition. The City reserves the right to modify its functional role with respect to administering
 the operations of the MBCC at any time, subject to the terms of the contract.

<u>**5. ANTICIPATED ITN TIMETABLE.**</u> The tentative schedule for this solicitation is as follows:

ITN Issued	May 19, 2023		
Pre-Proposal Meeting	May 31, 2023 at 10:00 am ET		
	Join on your computer or mobile app		
	Click here to join the meeting		
	Or call in (audio only)		
	+1 786-636-1480 United States, Miami		
	Phone Conference ID: #		
Deadline for Receipt of Questions	June 19, 2023, at 5:00 pm ET		
Responses Due	July 3, 2023, at 3:00 pm ET		
	Join on your computer or mobile app		
	Click here to join the meeting		
	Or call in (audio only)		
	+1 786-636-1480 United States, Miami		
	Phone Conference ID: #		
Evaluation Committee Review	TBD		
Tentative Commission Approval	TBD		
Contract Negotiations	Following Commission Approval		

<u>6. PROCUREMENT CONTACT.</u> Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact: Telephone: Email:

Natalia Delgado 305-673-7000 x26263 Natalia Delgado@miamibeachfl.gov

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

The Proposal title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0100-5. All responses to questions/clarifications will be sent to all prospective proposers in the form of an addendum.

<u>7. PRE-PROPOSAL MEETING OR SITE VISIT(S).</u> A pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via web conference and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 786-636-1480 United States, Miami

Phone Conference ID: #

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

- **8. PRE-PROPOSAL INTERPRETATIONS.** Oral information or responses to questions received by prospective proposers are not binding on the City and will be without legal effect, including any information received at presubmittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective proposer who has received this ITN by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this ITN. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated ITN Timetable** section.
- **9. CONE OF SILENCE.** This ITN is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov
- 10. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from proposers (or proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).
- 11. PROPOSER'S RESPONSIBILITY. Before submitting a response, each proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the proposer.
- 12. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:
 - (1) The ability, capacity and skill of the proposer to perform the contract.
 - (2) Whether the proposer can perform the contract within the time specified, without delay or interference.
 - (3) The character, integrity, reputation, judgment, experience and efficiency of the proposer.
 - (4) The quality of performance of previous contracts.
 - (5) The previous and existing compliance by the proposer with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposals or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

- 13. **NEGOTIATIONS**. Following selection, the City reserves the right to enter into further negotiations with the selected proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.
- **14. E-VERIFY.** As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
- 15. PERISCOPE S2G (FORMERLY BIDSYNC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at support@bidsync.com or 800.990.9339, option 1, option 1.

16. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self- Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov.

17. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions here.

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/.

SECTION 0200 GENERAL CONDITIONS

FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES. By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (dated 10.27.2022), incorporated herein, which may be found at the following link:

https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

- <u>2. NON-RESPONSIVENESS.</u> Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.
 - 1. Bid Submittal Questionnaire (submitted <u>electronically</u>).
 - 2. Failure to comply with the Minimum Eligibility Requirements (if applicable).
- 3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically) with the bid and by the deadline for submittals shall render a proposal non-responsive. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically), the City reserves the right to seek any omitted information/documentation or any additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.
- <u>4. ELECTRONIC PROPOSAL FORMAT.</u> In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1 Cover Letter, Table of Contents, and Minimum Qualification Requirement

1.1 Cover Letter and Table of Contents. The table of contents should indicate the tabs, sections with tabs, and page numbers to facilitate the evaluation committee's review. The cover letter must be signed by a principal or agent able to bind the firm.

TAB 2 Experience and Qualifications

- **2.1 Organizational Chart:** An organizational chart depicting the relationship and reporting hierarchy for all firms, principals and personnel involved in the proposal. The organizational chart should include the scope of responsibility for the prime proposer, its personnel, and any sub-contractor and its personnel.
- **2.2 Similar Experience of Proposer:** Provide a listing of projects within the last 10 years where the prime proposer and/or its principals have provided services similar to those described herein. Similar services are defined as the management of public venues (e.g, convention centers, arenas, stadiums, etc.) greater than 1,000,000 square feet. The determination of similarity shall be solely at the City's discretion. For each similar project, provide the following:
 - a. project name and scope of services provided;
 - b. name of individuals that worked on the referenced project that have been included in Section 2.1 above.
 - c. name of client;
 - d. client project manager and contact information; and
 - e. term of the engagement.
- 2.3 Other Experience of Proposer: Provide a listing projects within the last 10 years where the prime proposer and/or its principals have provided services for the management of public access facilities which may include but not be limited to smaller convention centers, arenas, and other public venues. For each project provide the following:
 - a. project name and scope of services provided;
 - b. name of individuals that worked on the referenced project that have been included in Section 2.1 above.
 - c. name of client:
 - d. client project manager and contact information; and
 - e. term of the engagement.
- **2.4 Similar Experience of Sub-consultant(s)/Sub-contractor(s):** Summarize projects where the sub-consultant(s)/sub-contractor(s) and/or its principals have provided services similar to the services defined herein. For each project provide the following:
 - a. project name and scope of services provided:
 - b. name of individuals that worked on the referenced project that have been included in Section 2.1 above;
 - c. name of client:
 - d. client project manager and contact information; and
 - e. term of the engagement.
- 2.5 Evidence of Prior Working Experience: If sub-consultant(s)/sub-contractor(s) are included in the proposal, submit evidence that the proposed team has successfully collaborated on prior projects. For each project, submit the project description, agency name, agency contract, contact telephone & email, year(s), and term of engagement.

TAB 3 Approach and Methodology

previous engagements to accomplish a similar scope of work as detailed in Section 0100, Sub-section 4, Scope of Work Required. At a minimum, include detailed information on the proposers proven experience, including client references as to where services where deployed, for the following areas necessary for the management of convention centers:

- 1. Managing and maximizing the convention bookings and sales of convention centers and large venues.
- 2. General & financial management responsibilities, including but not limited to financial oversight, personnel management, facility oversight, etc.
- 3. Maintenance of facilities, including but not limited to optimal maintenance, cleanliness standards and environmentally sustainable operations.
- 4. Working relationship with trade, hospitality, tourism or convention center bureaus or organizations as relevant to the facilities submitted as proof of experience in Tab 2 and other relevant organizations.
- 5. Enhancing the customer service experience for center attendees.
- 6. Meeting or exceeding performance benchmarks established by the client.
- 7. Innovative practices, particularly in cases where innovation has been used to positively impact financial factors or operational efficiencies.

The information provided in this tab should focus on <u>documentable experience</u> rather than any proposed scope of services that is not supported by documentable past experience.

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SECTION 0400 PROPOSAL EVALUATION

- 1. EVALUATION COMMITTEE. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without requiring presentations. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The City Manager will utilize the results to take one of the following actions:
 - a. In the event that only one responsive proposal is received, the City Manager, after a determination that the sole responsive proposal materially meets the requirements of the ITN, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations; or
 - The City Manager may recommend that the City Commission authorize negotiations or award a contract to one or more firms in accordance with Section 0100, Sub-section 12; or
 - c. The City Manager may recommend that the City Commission short-list one or more firms for further consideration by the Evaluation Committee; or
 - d. The City Manager may recommend to the City Commission that all firms, if more than one (1) responsive submittal is received, be rejected.
- **2. PRESENTATIONS BY SHORT-LISTED FIRMS.** If a short-listing of firms responding to this ITN is approved, the short-listed firms may be required to make presentations to and be interviewed by the Evaluation Committee. In further considering the short-listed firms, the Evaluation Committee will utilize the criteria set forth in Sub-section 4 below.
- **3. TECHNICAL ADVISORS.** The City, at its discretion, may utilize technical or other advisers to assist the evaluation committee or the City Manager in evaluating proposals.
- **4. EVALUATION CRITERIA.** Responsive, responsible proposals will be evaluated in accordance with the following criteria:

Qualitative Criteria	Maximum Points
Experience and Qualifications	60
Approach and Methodology	40
TOTAL AVAILABLE POINTS for Qualitative Criteria	100
Quantitative Criteria	Maximum Points
Veterans Preference	5
TOTAL AVAILABLE POINTS for Qualitative and Quantitative Criteria	105

5. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g. veteran's preference) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the

Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 12. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the evaluation criteria.

- **6. QUANTITATIVE CRITERIA.** Procurement Department staff will assign points for the quantitative criteria. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code
- **7. DETERMINATION OF FINAL RANKING.** The sum of the evaluation criteria points will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
	Qualitative Points	82	74	80
Committee	Quantitative Points	5	5	0
Member 1	Total	87	79	80
	Rank	1	3	2
	Qualitative Points	82	85	72
Committee	Quantitative Points	5	5	0
Member 2	Total	87	90	72
	Rank	1	2	3
	Qualitative Points	90	74	66
Committee	Quantitative Points	5	5	0
Member 2	Total	95	79	66
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the proposal evaluation process in accordance with Section 0400 does not represent an award recommendation. The City Manager will utilize the results of the proposal evaluation process, and any other information she deems appropriate, to develop an award recommendation to the City Commission, which may differ from the results of the proposal evaluation process and final rankings.

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