

# REQUEST FOR PROPOSALS FOR DOWNTOWN AMBASSADORS PROGRAM

RFP No. 12-13-06

ALYCE M. ROBERTSON, EXECUTIVE DIRECTOR, MIAMI DDA

SUBMISSIONS ARE DUE NO LATER THAN 5:00 p.m. on October 11, 2013

Αт

## MIAMI DOWNTOWN DEVELOPMENT AUTHORITY 200 SOUTH BISCAYNE BLVD. SUITE 2929 MIAMI, FLORIDA 33131

SUBMITTALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. SUBMITTALS RECEIVED AFTER THE FIRST SUBMISSION HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO DDA ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDENT. DDA IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. LATE OR MISDELIVERED PROPOSALS SHALL NOT BE CONSIDERED.

## Miami Downtown Development Authority

## REQUEST FOR PROPOSALS For DOWNTOWN AMBASSADORS PROGRAM

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Attachment A: Sample Professional Services Agreement

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## REQUEST FOR PROPOSALS For DOWNTOWN AMBASSADORS PROGRAM

## **REGISTRATION FORM**

This form will be used to communicate information with respect to questions and addenda as needed. **Please fill out and fax to 305-371-2423 or email to sequeira@miamidda.com, Attn: Andrea Sequeira.** If we do not receive a form, there is a risk that you will not receive important information.

Name of Applicant:	
Company Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

## Section 1.0 RFP OVERVIEW

### **1.1 Goals and Objectives**

The Miami Downtown Development Authority ("DDA") is issuing this request for proposals ("RFP") to solicit proposals from qualified and experienced firms to provide Security and Hospitality related Services ("Services") throughout the Downtown area.

#### **1.2 The Miami Downtown Development Authority**

#### Vision and Mission Statement

The Mission of the DDA is to grow, strengthen and promote the economic health and vitality of Downtown Miami.

As an autonomous agency of the City, the DDA advocates, facilitates, plans and executes business development, planning and capital improvements, and marketing and communication strategies.

We commit to fulfill our mission collaboratively, ethically and professionally, consistent with the Authority's public purpose.

#### Board of Directors

A 15-member Board of Directors oversees the DDA. The Board is composed of downtown business and property owners, a representative of the State of Florida Cabinet and a member of the Miami-Dade County Commission. The DDA Board is chaired by a City Commissioner appointed by the City of Miami City Commission. DDA operates with a multi-disciplined professional staff and selected consultants/contractors periodically assist it on various projects.

#### Funding

DDA is funded by a millage levied on private properties within its district, which currently generates approximately \$5 million annually. The DDA also receives grants and inter-local government contracts, which provide additional funding for DDA projects.

#### Role and Services

DDA applies its internal resources and consultants to undertake the program development and management required to lead or enable the execution of coordinated planning, marketing, development, infrastructure, service delivery and program implementation strategies. In this role, DDA performs services and/or provides management oversight in the following areas:

- Land Use and Transportation Planning
- Strategic Planning
- Streetscape Enhancement
- Market and Economic Research
- Policy Analysis
- Program Development
- Project Management
- Business Assistance and Recruitment
- Marketing and Community Outreach

## Section 2.0 DESCRIPTION OF SERVICES/QUALIFICATIONS

## 2.1 Program Objectives

The Downtown Miami Ambassadors Program ("Program") was established in 2007 with the mission of ensuring a safe and welcoming environment for Downtown visitors, workers, and residents.

## 2.2 Service Area

Downtown Ambassadors ("Ambassadors") may be asked to serve in any part of the DDA district, also referred to as "Downtown" (see attached map; Attachment C).

## 2.3 Ambassador Services

The Program emphasizes <u>hospitality</u> and <u>security</u>. As additional "eyes and ears" to the Miami Police Department and as roving concierges for the Downtown community, Ambassadors routinely perform a wide variety of tasks and are expected to exercise independent good judgment under minimal supervision. The Ambassadors team works cooperatively with a variety of partner organizations, and each Ambassador is expected to develop a clear understanding of each partner organization's mission as well as strong working relationships with their counterparts at these organizations. Partner organizations include:

- Downtown Miami Partnership <u>http://www.downtownmiami.com</u>
- City of Miami Police Department <u>http://www.miami-police.org/index.asp</u>
- Miami Homeless Assistance Program <u>http://www.miamigov.com/nets/about/homeless.html</u>

Hospitality-related functions may include:

- Greeting Downtown workers, visitors, and residents with a smile and helpful attitude
- Providing information and responding to inquiries regarding Downtown businesses, government and educational facilities, services, facilities, and events
- Providing directions
- Setting up and staffing information kiosks, as needed
- Conducting street surveys and distributing informational material as needed
- Visiting downtown business owners and managers to share information and report concerns
- Informing panhandlers about the Downtown no-panhandling ordinance
- Informing citizens how to effectively handle panhandling situations
- Any other related service as deemed necessary and appropriate by DDA staff

Security-related functions may include:

- Serving as an extra set of eyes and ears to the Miami Police Department
- Providing "safe walk" services for Downtown employees and visitors
- Reporting code enforcement and "quality of life" concerns to appropriate agencies
- Assisting the City of Miami Homeless Assistance Program in addressing street population issues
- Responding to calls concerning incidents such as suspicious persons or injuries and alerting other responders (police, fire rescue, Homeless Assistance Program) as appropriate
- Monitoring and patrolling the Downtown area with the aim of deterring criminal activity and disruptive street behavior
- Maintaining open communication with Miami Police Department personnel
- Conducting routine patrol of downtown parks and other public gathering spaces
- Coordinating with and assisting the DDA's "Downtown Enhancement Team," which provides litter pick-up, graffiti removal, and landscape maintenance services
- Monitoring and reporting deficiencies to City services to ensure that streets remain bright and clean
- Any other related service as deemed necessary and appropriate by DDA staff

Ambassadors are expected to patrol Downtown Miami on foot and, as warranted, by bicycle or other means. The Program currently operates seven days per week, 365 days a year, on a schedule designed to meet the specific priority needs of various areas within the DDA District. For purposes of responding to this request for proposals ("RFP"), assume service will be provided in the Central Business District and Brickell area depicted on the attached "DDA District Map." These districts and their boundaries are subject to change; the DDA will review such changes with the selected contractor ("Contractor") and, if changes require staffing adjustments resulting in costs beyond the limit of the agreed budget, the parties will negotiate a contract agreement ("Agreement") amendment, subject to funding availability and DDA board approval.

From time to time, special events necessitate additional Ambassador staffing. An "event pool" of Ambassador service-hours will be established from which events can be staffed at regular, rather than overtime, rates; regular hours during which staffing falls below the agreed-upon minimum will be credited to the event pool.

It is expected that sufficient supervisory staff will be on duty at all times that Ambassadors are active. Ambassadors and supervisors must be flexible with regard to days and hours of work. Total labor hours may be extended and/or shifted in accordance with the varying needs of the Downtown district throughout the Agreement period, but will be kept within the limit of the agreed budget.

It is expected that the Contractor shall provide a Program Manager who will be responsible for ensuring work scope fulfillment and meeting performance standards in compliance with the negotiated Agreement. The Program Manager will be expected to attend meetings of the DDA Board of Directors, DDA committees, and/or partner organizations, as deemed appropriate by DDA staff. Ambassador supervisors may also be asked to participate in these meetings.

Ambassadors are expected to be proactive in identifying and resolving incidents ranging from assisting Downtown visitors with directions to reporting broken traffic signals. It is expected that Ambassadors will be provided sufficient equipment and training to address concerns in an efficient and effective manner, and that incident management, reporting and follow-up activities will not result in any reduction of the number of Ambassadors in the field at any time. The DDA seeks an emphasis on action, rather than documentation. Associated functions may include:

- Advising Contractor of new equipment and/or training needs as they arise
- Suggesting improvements for providing quality service
- Reporting incidents to the DDA and appropriate responsible agencies
- Re-visiting issues in a timely manner to ensure proper resolution

## 2.4 Qualifications

It is expected that the selected Contractor will be fully qualified in the management of Ambassador-type programs in comparable communities, and will be able to provide evidence of these qualifications and at least two years of directly relevant management experience.

## 2.5 Human Resources

The Contractor will be responsible for day-to-day management of the Program, including screening, hiring, training, and supervising Ambassadors in the provision of security and hospitality services. However, the DDA reserves the right to approve the hiring of all Contractor employees providing Ambassador services, including supervisors, and the structure and content of all Ambassador training programs.

The DDA expects that Ambassadors will be direct employees of the Contractor and that the Contractor will hire individuals who are dependable, trustworthy, enthusiastic, personable and customer-service oriented. A thorough background check is to be conducted prior to the hiring of any Ambassador.

Proposed budgets should include an itemization of personnel costs, including the range of competitive salaries to be offered, benefits, taxes, workman's compensation and unemployment insurance coverage for program employees.

The DDA reserves the right to request that an Ambassador be replaced at any time, for any reason.

Current staffing consists of 18 Ambassadors. (See table below; table displayed as a SAMPLE)

## 2.6 Deployment

Downtown Ambassador Team							
Project Manager 40 hours per week							
Project Manager		to hours per week					
CBD Weekday							
1	Supervisor	MTW 8:30 / RF 10:30					
2	Ambassador	8:30 AM - 4:30 PM					
2	Ambassador	10:30 AM - 6:30 PM					
CBD Weekend							
1	Supervisor	8:30 AM - 4:30 PM					
2	Ambassador	8:30 AM - 4:30 PM					
CPD Night							
CBD Night	C	C-20 DM 42.00 AM					
1 (same as CBD weekend)	•	6:30 PM - 12:00 AM					
2	Ambassador	6:30 PM - 12:00 AM					
Brickell Night							
3	Ambassador	6:30 PM - 12:00 AM					
Biscayne Boulevard							
	Supervisor	6:00 PM - 11:00 PM					
4	Ambassador	6:00 PM - 11:00 PM					

 During special events, Contractor will be expected to make necessary adjustments to maintain the performance standards outlined in this scope of services.

## 2.7 Training

The Contractor shall be responsible, <u>at its own expense</u>, for providing initial (program start-up and new hire) and on-the-job training to Ambassadors and associated Program staff. Initial training must consist of at least 40 hours per employee. On-the-job training must be provided for each member of the Ambassador team for an average of three to six hours at least every three months and may take place more frequently as required. Training schedules, providers, and curricula shall be subject to the approval of DDA staff; the DDA may opt to provide certain trainings directly.

Training topics shall include, at a minimum:

- Downtown Miami and its history, population, and neighborhoods
- Downtown's attractions, activity centers, and special issues and concerns
- Names and locations of Downtown hotels, banks, government offices, parking lots, major retail businesses, parks, and cultural and entertainment venues
- Downtown activities and events
- The DDA's mission and key staff
- Partner organization missions and key staff
- Standard Operating Procedures
- Appropriate conduct, attitude, and etiquette
- Hospitality and customer-service skills
- Program equipment and its use
- Task-specific technical knowledge
- Safety and crime prevention techniques
- Incident-reporting procedures and report-writing
- First aid practices, including CPR certification
- Security guard certification/licensure
- Conflict resolution and mediation
- Diversity and community sensitivity
- Relevant legal issues
- DDA code of ethics
- Crisis Prevention and Intervention (CPI)
- Homeless Assistance and Homeless Programs available in Downtown

Training is expected to be provided in a manner relevant and appropriate to Program employees, and shall include a variety of approaches including audio-visual presentations, guest speakers, and interactive techniques such as role playing. It is expected that training will include cross-training with partner organizations on an as-needed basis.

## 2.8 Reporting

The Contractor will be required to provide the DDA with regular updates containing relevant data for reporting, program evaluation, and benchmarking purposes. Respondents are encouraged to recommend specific performance metrics for use.

At a minimum, reports must document the daily, weekly, and monthly activities and accomplishments of the Ambassadors. The DDA will work with the Contractor to develop a reporting system utilizing standardized reporting templates and protocols. Daily reporting is expected to include evidence that each Ambassador has maintained his/her specified patrol route and schedule. Incident and field condition reports are expected to include geospatial or other appropriate mappable data. It is expected that the DDA will receive reports of hazardous or otherwise significant concerns, and how these concerns are being resolved, within no more than 24 hours of identification.

The Contractor will provide an annual review of the Program and present information to the DDA Services Committee.

In addition, the Contractor will be required to:

- Attend DDA Board and/or Committee meetings on a monthly basis
- Attend selected partner organization board or committee meetings on a routine basis
- Attend additional meetings as appropriate

## 2.9 Equipment and Uniforms

Equipment to be used by the Ambassadors should include the items listed below. All entities responding to this RFP ("Respondents") are encouraged to propose equipment and protocols for use of equipment, beyond those mentioned below, as appropriate. Costs associated with equipment will be incurred by the Contractor and must be itemized in the proposed budget and justified in the budget narrative.

- Two-way radios
- Smart Phones (and/or hand-held computers)
- Digital cameras
- Visitor information (maps, brochures, etc.)
- First-aid kits
- Electronic patrol tracking system
- Messenger bags
- Umbrellas
- Jacket/Rain Coat
- Business Cards

It is expected that Ambassador Supervisors, if not all Ambassadors, will be outfitted with sufficient equipment to record and transmit images and data relating to field conditions to DDA staff and appropriate authorities.

In addition to the requisite equipment, the Contractor will be responsible for supplying, at its own expense, uniforms to all Ambassadors. These uniforms shall be specified in style, logo compliance, and color by the DDA. All Ambassadors must be in uniform while on duty and must present a neat, clean, and positive image at all times. The current uniform consists of black docker-style pants, a short-sleeved white button down collared security shirt with embroidered logo, and a black baseball cap with embroidered logo. A photograph of the current Ambassador uniform is provided in **Attachment B**.

The Contractor must maintain all equipment in good working order and must ensure the availability of equipment during all working hours. It is expected that all equipment and vehicles utilized by the Ambassadors will be compliant with DDA branding requirements.

## 2.9 Facilities

The Contractor will provide suitable office space for the Ambassadors Program, including storage for bicycles and other equipment. Each Ambassador will report to this space at the beginning and end of each work shift. The Contractor will provide the means for recording work time. Office supplies will be provided by the Contractor. Ambassadors may also use this space for staff meetings or during their assigned lunch breaks.

## 2.10 Term

The DDA intends to execute a multi-year Agreement with the Contractor, providing for <u>a two-year initial</u> <u>term</u> and <u>three one-year renewal options</u> at the sole discretion of the DDA. The DDA reserves the right to negotiate for changes to services, equipment, or both at any point during the Agreement term upon mutual agreement with the Contractor.

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## Section 3.0 PROPOSAL SUBMITTALS

The Miami Downtown Development Authority must receive one (1) electronic copy, one (1) original unbound and five (5) bound copies of the proposal.

Proposals must contain the following documents, each fully completed and signed as required. Proposals that do not include all required documentation or are not submitted in the required format, or which do not have the appropriate signatures on each document, may be deemed to be non-responsive. Non-responsive proposals may receive no further consideration.

Please organize your proposal ("Response") as indicated below. Provide all information requested and number/label your responses accordingly. Responses proposing subcontracted work must include a Respondent profile and experience/past performance information for each subcontractor ("Subcontractor").

#### A. CONTENTS OF PROPOSAL

1. Table of Contents

Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Proposal submission:

Proposals shall include at a minimum the following elements, in this order, with tabbedlabeled dividers. Faxed proposals will not be accepted.

#### A. RESPONDENT INFORMATION

- Company name, business address, and website address, if applicable
- Primary contact, name, address, telephone, fax, and email
- Brief company history, including year firm was established and number of years in business
- Brief company legal structure and name of parent company, if any
- Current Certificate of Good Standing from state in which company is registered to do business
- Names, titles, and qualifications of firm's principal staff
- Business unit and individuals responsible for managing the proposed contracted services, including names, titles, resume and/or brief job description, and expected time commitment of key personnel to be assigned to project
- Description of firm's experience and past performance in primary markets served
- Detailed description of comparable projects, including client name, description of work, duration of project, and project accomplishments (ongoing or completed within the past three years) (to the extent possible, focus on projects performed for client communities similar in size, population, demographics, or other relevant measures)
- List of all active agreements, with annual agreement values and staffing levels
- Three to five references with contact information, including past or current clients in comparable communities for similar types of projects
- Documentation of company's financial stability, including a two year history of audited financial statements and most recent annual corporate report
- Copies of any relevant professional licenses

#### B. PROPOSAL NARRATIVE

Provide a narrative addressing the topics outlined in Section 2.0 (DESCRIPTION OF SERVICES/QUALIFICATIONS):

- Program Objectives
- Service Area
- Ambassador Services
- Qualifications
- Human Resources
- Training
- Reporting
- Equipment and Uniforms
- Facilities

Clearly define and demonstrate how the services will be provided. Include any proposed changes or enhancements, technology improvements, etc.

Identify new initiatives to increase level of quality and service, and address desired enhancements. Detail costs of new initiatives and address paying for them.

Include a start-up plan, including schedule (starting from Agreement execution) and description of tasks, deliverables, and milestones necessary to ensure efficient, timely and seamless transition from current program

#### C. BUDGET

The DDA requires evidence that the Respondent fully understands the level of service required and that Respondent has budgeted for this type of operation accordingly. The operating budget presented should be based on Respondent's suggested operations designed to achieve optimal service.

Provide budget figures for a two-year period (separate for years 1 & 2). Include a detailed breakdown and explanation of personnel costs including benefits, itemized equipment and supplies costs, training costs, uniform costs, overhead, and any additional fees. Indicate any equipment leases or other payment plans. Please include special provisions and procedures for requests for changing quantity of staffing hours and associated costs.

Spreadsheets should be completed using Microsoft Excel (with appropriate formulas so that the logic and assumptions can be followed) and submitted in hard copy within the Response and as a MS Excel document (not a PDF) on the required electronic copy.

Explain how operating costs and/or service fees may escalate if the three oneyear renewal options are executed. The explanation must include a narrative as well as a total proposed fee for Years 3, 4, and 5.

- D. AGREEMENT COMMENTS A redlined version of the DDA's Professional Service Agreement must be submitted with the proposal detailing any comments or proposed changes requested by the proposer.
- 3. Proposal documents to be completed and returned to DDA as set forth in Section 7.0.

## Section 4.0 RFP GENERAL CONDITIONS

## 4.1 Acceptance/Rejection

The DDA reserves the right to accept or reject any or all proposals or to select the proposer(s) that, in the opinion of the DDA, will be in the best interest of and/or the most advantageous to the DDA ("Selected Proposer(s)"). The DDA also reserves the right to reject the proposal of any proposer(s) 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 RFP. The DDA reserves the right to waive any irregularities and technicalities and may, at their discretion, withdraw and/or re-advertise the RFP.

## 4.2 DDA not liable for delays

It is further expressly agreed that in no event shall the DDA be liable for, or responsible to, the proposer, any sub-contractor, or to any other person for, or on account of, any stoppages or delay in the work solicited herein by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the DDA has no control. The final agreement will include a "no damage for delay" clause.

## 4.3 Contract award and DDA's rights

The DDA reserves the right to accept or reject any or all responses to this RFP, waive informalities, and request re-bids on the services specified in the RFP. The Selected Proposer(s) evaluated and ranked in accordance with the requirements of this RFP, applicable City regulations and State Statute shall be awarded an opportunity to negotiate an agreement ("Agreement") with the DDA. A sample of such an Agreement has been furnished by the DDA as an attachment to this RFP and contains the basic terms required by the DDA. The DDA reserves the right to make specific task assignments for individual project(s) by subsequent Work Order(s) issued pursuant to the awarded Agreement(s).

## 4.4 Cost incurred by proposers

All expenses involved with the preparation and submission of proposals to the DDA, or any work performed in connection therewith shall be borne by the proposer(s).

## 4.5 Legal requirements

This RFP is subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the proposer shall in no way be cause for relief from responsibility.

## 4.6 Intentionally omitted

## 4.7 Non-Appropriation of funds

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

## 4.8 One proposal

Only one (1) proposal from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFP. This does not preclude an individual, firm, partnership, corporation or joint venture from submitting one proposal as a lead contractor, and another as a sub-contractor.

## 4.9 Minimum qualification requirements

Each firm interested in responding to this RFP must provide the information on the firm's qualifications and experience, qualifications of the service team, team Manager's experience, and previous similar services. **Submittals that do not respond completely to all requirements may be considered non-responsive and eliminated from the process.** 

## 4.10 Public entity crimes

A person or affiliate who has been placed on the convicted proposer list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work's project, may not submit a proposal on a lease 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 for a period of 36 months from the date of being placed on the convicted proposer list.

## 4.11 Resolution of protests

Any proposer who perceives itself aggrieved in connection to this RFP solicitation or award of the Agreement may protest to the DDA Executive Director: (i) within three days of issuance of the RFP (if a protest of the RFP solicitation); or (ii) within two days of the recommendation of the award by the Executive Director is received or known by the proposer. A protest is limited to deviations from established selection/negotiation procedures set forth in the City of Miami's Procurement Ordinance. A protest may not be based upon or challenge the relative weight of the evaluation criteria, the formula for assigning points or from a simple disagreement with the opinion(s) of the Selection/Negotiation Committee or the DDA Executive Director. A protest may not be based upon a failure to recommend a particular proposer for award.

The written protest must be timely delivered to the DDA Executive Director within the time frame set forth herein. Late or misdelivered protests cannot be considered.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or award is based, and shall include all pertinent documents and evidence.

All protest shall be accompanied by a filing fee in the form of a money order or cashier's check payable to the DDA in an amount equal to one (1%) of the amount of the work or project or \$5,000.00, <u>whichever is less</u>. If the protest is upheld, the filing fee (less any actual costs incurred by the DDA) shall be refunded, less interest, to the proposer. If the protest is denied, the filing fee shall not be refunded but shall be retained by the DDA. Protest shall comply with Section 18-104 of the City of Miami Code. The filing of a protest shall be a condition precedent to any other action challenging an award.

## 4.12 Review of proposals for responsiveness

Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a proposal non-responsive. A responsible proposer is one that has the capability in all respects to

fully perform the requirements set forth in the RFP, and that has the integrity and reliability, which will assume good faith performance. Information not included in the proposal may be deemed relevant in making a determination of responsiveness.

## 4.13 Collusion

The proposer, by submitting a proposal, certifies that its proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a proposal for the same services, or with the DDA. The proposer certifies that its proposal is fair, without control, collusion, fraud, or other illegal action. The proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The DDA will investigate all situations where collusion may have occurred and the DDA reserves the right to reject any and all proposals where collusion may have occurred.

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#### **5.0 INSTRUCTIONS TO PROPOSERS**

#### 5.1 Obtaining the RFP

Copies of this RFP package can be obtained by visiting, phoning or writing the Miami Downtown Development Authority, 200 South Biscayne Blvd., Suite 2929, Miami, Florida 33131; telephone 305-579-6675. The RFP is also available on DDA's website www.*MiamiDDA.com*.

Proposers who obtain copies of this RFP from sources other than the DDA risk the potential of not properly participating in the process for this particular RFP. Such proposers are solely responsible for those risks.

#### **5.2 Communications**

DDA staff will communicate with potential proposers regarding this RFP only with regard to matters of process and procedure already contained in this RFP document. Except for public hearings and scheduled presentations, contact with the DDA regarding this RFP or any aspect of a proposal by a respondent or any representative of a proposer shall be limited to written communications until such time that the consultants have been approved by the Executive Director. All questions or requests for additional information must be asked and answered in writing by e-mail (preferable), fax, or certified mail. To ensure that your request or question has been received, contact Andrea Sequeira at 305-579-6675 only to verify that the DDA is in receipt of your request. The request must contain the RFP title, proposer's name, contact person name, address, phone number, and fax number. The DDA will respond in a timely manner. Any responses to such questions or requests shall be furnished to all potential proposers in the form of an addendum to this RFP. The deadline for receipt of questions is September 27, 2013.

Questions should be directed in writing via e-mail to:

#### Jennifer Rodero

Miami Downtown Development Authority 200 South Biscayne Boulevard, Suite 2929 Miami, Florida 33131 Email: rodero@miamidda.com

#### 5.3 Submittal format

All submittals must be on 8 1/2" X 11" paper, neatly typed, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. An unbound original and 5 bound copies (a total of 6) of the complete submittal must be received by the deadline specified in this RFP Timetable. The original and all copies must be accompanied by an electronic copy of all proposal contents (flash drive, CD-ROM, DVD, etc.) and submitted in a sealed envelope or container stating on the outside the Respondent's name, address, telephone number, RFP title, and submittal due date to:

Alyce M. Robertson Executive Director Miami Downtown Development Authority 200 South Biscayne Boulevard, Suite 2929 Miami, FL 33131

## 5.4 Cover Sheet

The cover sheet should contain the proposer's company name, address, telephone number, RFP title and contact name.

## 5.5 Registration sheet

Please fill out and return the registration sheet contained herein via fax to 305-371-2423 Attn: Andrea Sequeira. You may also send the information on the registration sheet via e-mail to <a href="mailto:sequeira@miamidda.com">sequeira@miamidda.com</a>. The receipt of the registration sheet allows DDA staff to log in proposers accurately and communicate addenda, and/or any other relevant information.

## 5.6 Delivery and Deadline

Hand carried proposals may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 5:00 p.m., Mondays through Fridays. However, note that proposals are due at the above address on the date and at the time indicated in the timetable below. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. All proposals must be delivered to the DDA by **5:00 p.m**. on **October 11, 2013**. Late and/or misdelivered proposals shall not be considered.

## 5.7 RFP Timetable

The anticipated schedule\* for this RFP and contract approval is as follows:

Proposal advertised and available for pick-up	September 9, 2013
Pre-Submittal Meeting	September 19, 2013
Deadline for receipt of questions	September 27, 2013 at 5:00PM
Deadline for receipt of proposals	October 11, 2013 at 5:00PM
Evaluation Committee meeting	October 23-25, 2013
Oral Presentations (if necessary)	November 13-14, 2013
DDA Committee Meeting (as necessary)	December 2013
DDA Board Review/Approval	December 2013
Contract Award (anticipated)	December 2013

\* The schedule and all dates are tentative, and may be adjusted by the DDA as necessary

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## Section 6.0 EVALUATION/SELECTION PROCESS

## 6.1 Evaluation/Selection Process

The procedure for proposal evaluation and selection is as follows:

- 1. RFP is issued.
- 2. Receipt of proposals.
- 3. Opening and listing of all proposals received.
- 4. An Evaluation Committee shall meet to evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, proposers may be selected to make additional written submissions or oral presentations before the Evaluation Committee makes its recommendation.
- 5. The Evaluation Committee shall recommend to the DDA Board the proposal(s) that the Evaluation Committee believes to be in the best interest of the DDA. The Evaluation Committee shall base its recommendations on the following factors:
  - a. Respondent's understanding of the Program goals and objectives
  - b. Ability of Respondent to provide security and hospitality services
  - c. Ability to perform required tasks in a timely, effective, and cost-efficient manner
  - d. Quality of budget proposal and budget narrative
  - e. Financial strength and stability of Respondent
  - f. Positive response of business references
  - g. Ability of Respondent to coordinate and work cooperatively with partner organizations
  - h. Respondent's ability to provide a competitive wage and benefits, equipment, supplies, office space, training, and support services necessary to carry out Ambassadors program
  - i. Overall responsiveness to RFP
- 6. After considering the recommendation(s) of the Evaluation Committee, the DDA staff shall recommend to the DDA Executive Director the proposal(s) that deems to be in the best interest of the DDA.
- 7. The DDA Executive Director shall consider the Evaluation Committee's recommendation(s) and, may reject those recommendation(s) and select another proposal or proposals. In any case, DDA Executive Director shall select the proposal or proposals acceptance of which the DDA Executive Director deem to be in the best interest of the DDA. The DDA Executive Director may also reject all proposals.
- 8. Negotiations between the selected proposer(s) and the DDA take place to arrive at a final negotiated scope of work and fee arrangement. If the DDA Executive Director has so directed, the DDA may proceed to negotiate with a proposer other than the top-ranked proposer to produce a mutually acceptable and cost effective agreement within a reasonable period of time.

- 9. A proposed agreement is presented to the DDA Board for approval, modification and approval, or rejection.
- 10. If approved by the DDA Board, the DDA Executive Director shall sign the agreement after the selected proposer(s).

Important Note: By submitting a proposal, all proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

## 6.2 Criteria for Evaluation / Scoring and Ranking

Each evaluation committee member will award each responsive Response up to a maximum of 100 points. The final score for each Response will be the average of scores awarded by all committee members. Response will be ranked from highest-scoring to lowest-scoring. Points may be allocated as follows:

CRITERIA	MAX. POINTS
Quality of Operations & Logistics Plan	35
Proposer's Experience & Past Performance	25
Operating Budget & Fee Proposal	25
Training Plan	10
Local Preference	5
TOTAL POINTS	100

Upon completion of review, evaluation, scoring, and ranking, the committee may request oral presentations from top-ranked Respondents in order to gain additional information or clarification. Following oral presentations, the committee will discuss, evaluate, score, and rank those Respondents remaining in consideration. The DDA reserves the right to reject any and all Responses, or any portions thereof, prior to making a final recommendation.

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## 7.0 RFP RESPONSE FORMS AND PROPOSAL CHECK LIST

This checklist is provided to help you conform to all form/document requirements stipulated in this RFP and attached herein.

CHECKLIST	<u>Submitted V</u> <u>Proposal</u>
RFP Cover Sheet	
This form <i>must be completed, signed, and returned</i> with proposal.	
	YES
Certificate of Authority, to be completed, <i>signed</i> and returned with proposal.	
Complete applicable form only.	
7.2.1. Certificate of Authority (If Corporation)	
7.2.2. Certificate of Authority (If Partnership)	
7.2.3. Certificate of Authority (If Joint Venture)	
	YES
Insurance Requirements	
Acknowledgment of receipt of information on the insurance requirements for this RFP	
(must be signed)	YES
Debarment and Suspension Certificate (must be signed)	YES
Conflict of Interest, <i>if applicable</i>	YES
Complete proposal <i>with all required documentation</i> Table of Contents	YES
Respondent Information	
Proposal Narrative	
Budget	
Agreement Comments	

{Rest of page intentionally left blank}

## Request for Proposals FOR DOWNTOWN AMBASSADOR PROGRAM

Please make this the first page of your application.

## **COVER SHEET**

Name of proposer:		
Address:	 	
Telephone:	 	 
<b>F</b>		
Fax:	 	 
E-Mail:		
L-Mail.	 	 
Website:		

I certify that any and all information contained in this proposal to the RFP is true; and I further certify that this proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the proposer. Please print the following and sign your name:

Signature

Print Name/Title

Date

## FORM 7.2.1

# CERTIFICATE OF AUTHORITY (IF CORPORATION)

STATE OF ) ) SS: COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a corporation existing under the laws of the State of \_\_\_\_\_\_, held a meeting \_\_\_\_\_\_

\_\_\_\_, 20\_\_\_\_, at which the following resolution was duly passed and adopted:

"RESOLVED, that, as \_\_\_\_\_\_ President of the Corporation, be and is hereby authorized to execute the proposal dated, \_\_\_\_\_\_, 20\_\_\_\_\_, to the DDA and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the corporation this \_\_\_\_\_\_, day of \_\_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

# FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

## FORM 7.2.2

## CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

STATE OF		)								
		) SS:								
COUNTY OF		)								
				а	meeting	of	the	Partners	of	the
organized and				the ing re	State of	duly pas	ssed and	d adopted:	, hel	d on
"RESOLVED,	that,			_, as_				_ of the Partn	ership, b	e and
is hereby authority	orized to	execute the	ne proposa	ıl date	ed,		20	, to the 2	DDA and	this
partnership	and	that	his/her		execution	there	of,	attested	by	the
				sh	all be the offi	cial act	and dee	ed of this Part	nership."	
I further certify							of		20	
IIA WIIINESS	WILLINE		nercunto s	Set IIIy		uay			, 20	
Secretary:										

(SEAL)

# FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

# CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)

STATE OF	)
	) SS:
COUNTY OF	)

I HEREBY CERTIFY that a meeting of the Principals of the

organized and existing under the laws of the State of _		, held
a meeting on, 20, at which the fo	ollowing resolution was du	ly passed and adopted:
"RESOLVED, that,	as	of the Joint
Venture be and is hereby authorized to execute the pr	roposal dated,	20 , to the
DDA official act and deed of this Joint Venture."		
I further certify that said resolution is now in full force	e and effect.	

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_

Secretary: \_\_\_\_\_

(SEAL)

## 7.3 INDEMNIFICATION AND INSURANCE

#### **INDEMNIFICATION**

Successful Proposer(s) shall indemnify, defend and hold harmless the DDA and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the RFP or the Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer(s) or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer(s) to comply with any of the provisions in the Agreement or the failure of the Successful Proposer(s) to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the RFP or the Agreement. Successful Proposer(s) expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer(s)'s liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer(s) further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer(s)'s performance under the RFP or the Agreement, compliance with which is left by the Agreement to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer(s) or utilized in the performance of the RFP or the Agreement or otherwise.

Where not specifically prohibited by law, Successful Proposer(s) further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the RFP or the Agreement which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer(s) shall furnish to DDA Certificate(s) of Insurance prior to contract execution 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 PropertyCombined Single LimitEach OccurrenceGeneral Aggregate LimitPersonal and Adv. InjuryProducts/Completed Operations\$1,000,000
- B. Endorsements Required
   DDA included as an Additional Insured
   Employees included as insured
   Contractual Liability
   Waiver of Subrogation
   Premises/ Operations
   Care, Custody and Control Exclusion Removed

#### II. AUTOMOBILE BUSINESS

 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 DDA included as an Additional Insured Employees included as insured Waiver of Subrogation
- III. WORKER'S COMPENSATION Limits of Liability Statutory-State of Florida

#### IV. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE Combined Single Limit Each Occurrence \$1,000,000 General Aggregate Limit \$1,000,000 Deductible- not to exceed 10%

The DDA is required to be named as additional insured. **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(s).

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 X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

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

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

Compliance with the foregoing requirements shall not relieve the Successful Proposer(s) of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer(s) 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(s).

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer(s) shall be responsible for submitting new or renewed insurance certificates to the DDA 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 that cover the contractual period, the DDA shall:

- A) Suspend the Agreement until such time as the new or renewed certificates are received by the DDA in the manner prescribed in the RFP.
- B) The DDA may, at their sole discretion, terminate the Agreement for cause and seek re-procurement damages from the Successful Proposer(s) in conjunction with the violation of the terms and conditions of the Agreement.

The undersigned proposer acknowledges that they have read the above information and agrees to comply with all the above DDA requirements.

Proposer: \_\_\_\_\_ (Company name)

Signature: \_\_\_\_\_

Date:

Print Name: \_\_\_\_\_

## FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

#### 7.4 INTENTIONALLY OMMITTED

#### 7.5 DEBARMENT AND SUSPENSION

#### (a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the Executive Director, after consultation with the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of DDA contracts. The debarment shall be for a period of not fewer than three (3) years. The Executive Director shall also have the authority to suspend a contractor from consideration for award of DDA 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 Executive Director after approval by the City Attorney, and the DDA Board of Directors.

#### (b) 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 Responses;
- 4. Violation of contract provisions, which is regarded by the Executive Director 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, including the City;
- 6. False certification pursuant to paragraph (c) below; or
- 7. Any other cause judged by the Executive Director to be so serious and compelling as to affect the responsibility of the contractual party performing DDA contracts.

#### (c) <u>Certification:</u>

All contracts for goods and services, sales, and leases by the DDA 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).

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 set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company name:	
Signature:	
Date:	

## 7.6 INTENTIONALLY OMMITTED

## 7.7 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The undersigned, as proposer, declares that the only persons interested in this proposal are named herein; that no other person has any interest in this proposal or in the Agreement to which this proposal pertains; that this proposal is made without connection or arrangement with any other person; and that this proposal is in every respect fair and made in good faith, without collusion or fraud.

The proposer agrees if this proposal is accepted, to execute an appropriate DDA document for the purpose of establishing a formal contractual relationship between the proposer and the DDA, for the performance of all requirements to which the proposal pertains.

The proposer states that this proposal is based upon the documents identified by the following number: RFP No. \_\_\_\_\_.

The full names and residences of persons and firms interested in the foregoing proposal, as principals, are as follows:

Name	Street Address	City	State	Zip

The proposer further certifies that this proposal complies with Section 4(c) of the Charter of the City of Miami, Florida, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the City of Miami, Florida or the DDA, has an interest directly or indirectly in the profits or emoluments of the Agreement, job, work or service to which the proposal pertains.

SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

#### SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 but effective as of \_\_\_\_\_\_, 2013 ("Effective Date") by and between the Downtown Development Authority of the City of Miami, an independent agency and instrumentality of the City of Miami ("DDA") and ("Provider").

#### **RECITALS:**

A. WHEREAS,

B. <u>TERMS:</u>

1. <u>RECITALS</u>: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. <u>TERM</u>: The initial term of this Agreement shall commence on the Effective Date and shall continue until \_\_\_\_\_\_, \_\_\_\_\_. The DDA Executive Director shall have the authority to extend this Agreement with optional annual renewals in an amount to be negotiated, subject to city attorney approval and budgetary constraints.

3. <u>SCOPE OF SERVICE</u>: Provider agrees to provide the Services as specifically described in Attachment "B" which by this reference is incorporated into and made a part of this Agreement.

Provider represents and warrants to DDA that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due DDA or the City of Miami ("City"), including payment of permits fees, occupational licenses, etc., nor in the performance of any obligations to DDA, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner and in the time period

described in Attachment "B". The parties agree that Provider may perform certain services through other firms or entities, which have been engaged by the Provider as subcontractors to perform said Services. Provider agrees that all additional subcontractors shall first be approved by the DDA. Notwithstanding DDA's approval rights hereunder, Provider acknowledges and covenants that it shall be responsible for all Services performed by its subcontractors to the same extent as Provider had provided said Services.

#### 4. <u>COMPENSATION</u>:

A. The amount of compensation payable by DDA to Provider shall be based on the fee schedule described in Attachment "B" hereto, provided, however, that in no event shall the amount of compensation exceed \_\_\_\_\_\_ for services, including reimbursable expenses approved in advance by the DDA.

B. Payment shall be made within (30) days after receipt of Provider's request for payment, which shall be certified as to the percentage of completion of the tasks identified in Attachment "B", and accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should DDA require one to be performed. Provider shall not submit more than one (1) request for payment per month.

5. <u>OWNERSHIP OF DOCUMENTS</u>: Upon termination of this Agreement for any reason whatsoever, Provider shall promptly return to DDA all originals and all copies of any and all records, files, notes, contracts, memoranda, reports, work product and similar items and any manuals, drawings, sketches, plans, tape recordings, computer programs, disks, cassettes, and other physical representations of any information relating to DDA or to the business of DDA. Provider hereby acknowledges that any and all such items, physical representations and information that Provider has used, prepared or come into contact with, or shall use, prepare, or come into contact with while acting as a consultant of DDA are, and shall remain at all times, the sole property of DDA.

## 6. <u>AUDIT AND INSPECTION RIGHTS:</u>

A. DDA may, at reasonable times, and for a period of up to three (3) years following the date of final payment by DDA to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. DDA may, at reasonable times during the term hereof, inspect Provider's facilities and perform such tests, as DDA deems reasonably necessary to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof, if applicable. Provider shall make available to DDA all reasonable facilities and assistance to facilitate the performance of tests or inspections by DDA representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of Section 18-100 of the Code of the City of Miami, Florida, as same may be amended or supplemented, from time to time.

7. <u>AWARD OF AGREEMENT</u>: Provider represents and warrants to DDA that it has not employed or retained any person or company employed by DDA to solicit or secure this Agreement 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 Agreement.

8. <u>PUBLIC RECORDS</u>: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to DDA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by DDA and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by DDA.

9. <u>COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS</u>: Provider

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understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. DDA and Provider agree to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

10. **INDEMNIFICATION:** The Provider agrees to indemnify, defend and hold harmless DDA and its directors, officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities"), resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or subcontractors (collectively referred to as "Provider"), or (ii) the failure of the Provider to comply with any of the paragraphs herein or (iii) the failure of the Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its subcontractors, as provided above, for which the Provider's liability to such employee or former employee would otherwise be limited to payment under state Workers' Compensation or similar laws.

The DDA agrees to indemnify, defend and hold harmless the Provider and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities"), resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the DDA or its employees, agents or subcontractors, or (ii) the failure of the DDA to comply with any of the paragraphs herein or (iii) the failure of the DDA to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement.

11. <u>DEFAULT</u>: If Provider fails to comply with any term or condition of the Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder DDA, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by DDA to Provider while Provider was in default shall be immediately returned to DDA. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to DDA for all expenses incurred by DDA in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by DDA in the re-procurement of the Services, including consequential and incidental damages.

12. <u>DDA'S TERMINATION RIGHTS</u>: DDA shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least ten (10) calendar days prior to the effective date of such termination. In such event, DDA shall pay to Provider compensation for Services rendered and expenses incurred prior to the effective date of termination. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the Provider up to the time of termination certified in accordance with the provisions of this Agreement. In the event partial payment has been made for Services not performed, the Provider shall return such sums to the

DDA within ten (10) days after receipt of written notice that said sums are due. In no event shall DDA be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

DDA shall have the right to terminate this Agreement, without notice or liability to Provider, upon the occurrence of an event of default hereunder. In such event, DDA shall not be obligated to pay any amounts to Provider and Provider shall reimburse to DDA all amounts received while Provider was in default under this Agreement.

13. Provider shall, at all times during the term hereof, maintain Professional INSURANCE: Liability Insurance in the amount of \$1,000,000. Provider shall ensure that all subcontractors retained by the Provider under this Agreement also maintain the required insurance coverage. All such insurance, including renewals, shall be subject to the approval of DDA for adequacy of protection and evidence of such coverage shall be furnished to DDA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this contract without thirty (30) calendar days prior written notice to DDA. Completed Certificates of Insurance shall be filed with DDA prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with DDA. If, in the judgment of DDA, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, DDA reserves the right to require the provision by Provider of an amount of coverage different form the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following DDA's written notice, this Contract shall be considered terminated on the date the required change in policy coverage

would otherwise take effect.

14. <u>NONDISCRIMINATION:</u> Provider represents and warrants to DDA that Provider does not engage and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

15. <u>ASSIGNMENT:</u> This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of DDA's, which may be withheld or conditioned, in DDA's sole discretion.

16. <u>NOTICES:</u> All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated here in or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

### TO MIAMI DDA:

Alyce M. Robertson Executive Director Miami Downtown Development Authority 200 S. Biscayne Blvd., Suite 2929 Miami, FL 33131

17. <u>MISCELLANEOUS PROVISIONS:</u> This Agreement shall be construed and enforced according to the laws of the State of Florida. Title and paragraph headings are for convenient

reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waive shall be effective unless made in writing. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in ether event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

18. <u>SUCCESSORS AND ASSIGNS:</u> This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

19. <u>INDEPENDENT CONTRACTOR</u>: Provider has been procured and is being engaged to provide services to DDA as an independent contractor, and not as an agent or employee of DDA. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City of Miami, nor any rights generally afforded classified or unclassified employees. Provider further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to DDA under this Agreement.

20. <u>CONTINGENCY CLAUSE:</u> Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30)

36

days notice.

21. <u>ENTIRE AGREEMENT:</u> This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

22. <u>COUNTERPARTS</u>: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

23. <u>TIME FOR COMPLETION:</u> Any specific task related service described in Attachment "B" shall commence upon execution of this document by both parties.

24. <u>FORCE MAJEURE:</u> Force Majeure shall mean an act of God, epidemic, lighting, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, civil disturbance or similar occurrence, which has a material effect adverse impact on the performance of this Agreement, and which cannot be avoided despite the exercise of due diligence. The term Force Majeure <u>DOES NOT INCLUDE</u> inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has occurred as soon as practicable after the occurrence but not later than ten (10) working days after the occurrence, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any nonperformance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

Downtown Development Authority of the City of Miami, an independent agency and instrumentality of the City of Miami

ATTEST:

Madelyne S. Raybourn Secretary By: \_\_\_\_\_\_\_ Alyce M. Robertson Executive Director

"PROVIDER"

ATTEST:

By: \_\_\_\_\_

Signature

Print

### ATTACHMENT B - CURRENT AMBASSADOR UNIFORM





### ATTACHMENT C - DDA DISTRICT MAP



### Map of Downtown Development Authority (DDA) Districts



### **REQUEST FOR PROPOSALS**

### RFP NO: 12-13-06

Sealed responses will be received by the Miami Downtown Development Authority ("Miami DDA"). Suite 2929, 200 S. Biscayne Blvd., Miami, FL 33131 until 5:00 P.M. on October 11, 2013 for:

### DOWNTOWN AMBASSADORS PROGRAM

Responses due: FRIDAY, OCTOBER 11, 2013, at 5:00 P.M.

### **RFP Objective:**

The Miami Downtown Development Authority ("DDA") is issuing this request for proposals ("RFP") to solicit proposals from qualified and experienced firms to provide Security and Hospitality related Services ("Services") throughout the Downtown area.

RFP packages may be obtained on or after September 9, 2013 from the Miami DDA by email or in person from Andrea Sequeira, 200 S. Biscayne Blvd., Suite 2929, Miami, FL 33131 or <u>Sequeira@miamidda.com</u> The RFP package can also be downloaded at no cost by visiting:

#### http://www.miamidda.com

It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms register to ensure addenda sent.

All proposals shall be submitted in accordance with the instructions provided in the RFP package. Any proposals received after time and date specified above will not be considered. The responsibility for submitting a proposal before the stated time and date is solely and strictly the responsibility of the firm/proposer. The Miami DDA is not responsible for delays caused by courier service, including U.S. Mail, or any other occurrence.

YOU ARE HEREBY ADVISED THAT THIS SOLICITATION FOR PROPOSALS IS SUBJECT TO THE "CONE OF SILENCE", IN ACCORDANCE WITH THE CITY OF MIAMI CODE ORDINANCE NO. 12271.



### Request for Proposals For Downtown Ambassador Services RFP No. 12-13-06

Presubmittal Meeting September 19, 2013

## Presubmittal Agenda

- Introduction to the Miami DDA
- RFP Goals
- Ambassador Services
- Service Areas
- Timeline
- Q & A

# Miami Downtown Development Authority (DDA)

 The Mission of the Miami Downtown Development Authority is to grow, strengthen and promote the economic health and vitality of Downtown Miami. As an autonomous agency of the City, the Miami DDA advocates, facilitates, plans and executes business development, planning and capital improvements, and marketing and communication strategies. We commit to fulfill our mission collaboratively, ethically and professionally, consistent with the Authority's public purpose.

# **RFP Goals & Objectives**

 The Miami Downtown Development Authority ("DDA") is issuing this request for proposals ("RFP") to solicit proposals from qualified and experienced firms to provide Security and Hospitality related Services ("Services") throughout the Downtown area.

## **Ambassador Services**

Hospitality-related functions may include:

- Greeting Downtown workers, visitors, and residents with a smile and helpful attitude
- Providing information and responding to inquiries regarding Downtown businesses, government and educational facilities, services, facilities, and events
- Providing directions
- Setting up and staffing information kiosks, as needed
- Conducting street surveys and distributing informational material as needed
- Visiting downtown business owners and managers to share information and report concerns
- Informing panhandlers about the Downtown no-panhandling ordinance
- Informing citizens how to effectively handle panhandling situations
- Any other related service as deemed necessary and appropriate by DDA staff

### **Ambassador Services**

### Security-related functions may include:

- Serving as an extra set of eyes and ears to the Miami Police Department
- Providing "safe walk" services for Downtown employees and visitors
- Reporting code enforcement and "quality of life" concerns to appropriate agencies
- Assisting the City of Miami Homeless Assistance Program in addressing street population issues
- Responding to calls concerning incidents such as suspicious persons or injuries and alerting other responders (police, fire rescue, Homeless Assistance Program) as appropriate
- Monitoring and patrolling the Downtown area with the aim of deterring criminal activity and disruptive street behavior
- Maintaining open communication with Miami Police Department personnel
- Conducting routine patrol of downtown parks and other public gathering spaces
- Coordinating with and assisting the DDA's "Downtown Enhancement Team," which provides litter pick-up, graffiti removal, and landscape maintenance services
- Monitoring and reporting deficiencies to City services to ensure that streets remain bright and clean
- Any other related service as deemed necessary and appropriate by DDA staff

Service Area

Map of Downtown Development Authority (DDA) Districts



### **RFP Timetable**

Proposal advertised and available	September 9, 2013
for pick-up	
Pre-Submittal Meeting	September 19, 2013
Deadline for receipt of questions	September 27, 2013 at
	5:00PM
Deadline for receipt of proposals	October 11, 2013 at 5:00PM
Evaluation Committee meeting	October 23-25, 2013
Oral Presentations (if necessary)	November 13-14, 2013
DDA Committee Meeting (as	December 2013
necessary)	
DDA Board Review/Approval	December 2013
Contract Award (anticipated)	December 2013

\* The schedule and all dates are tentative, and may be adjusted by the DDA as necessary

# Q & A

• Open question and answer session

## **Further Questions**

 Questions should be directed in writing to: Jennifer Rodero Miami Downtown Development Authority 200 South Biscayne Boulevard, Suite 2929 Miami, Florida 33131 Email: rodero@miamidda.com



## **THANK YOU!**



a. Is there a walk through included as part of the RFP process?

Answer: No, the DDA has no scheduled a walk through as part of the RFP process.

b. When you reference 'CBD Weekend' is that Friday and Saturday nights?

Answer: Friday and Saturday (daytime crew)

c. The shifts listed as 'CBD Night'- are those 2 days, 5 days or 7 days?

Answer: Thursday, Friday and Saturday (nighttime crew)

d. The shifts listed as 'Brickell Night' - are those 2 days, 5 days or 7 days?

Answer: Thursday, Friday and Saturday (nighttime crew)

e. The shifts listed as 'Biscayne Boulevard' - are those 2 days, 5 days or 7 days?

Answer: These are the hours worked by the Miami Heat Crew (follows the heat schedule –day or night; generally they are at night) currently, they work up to 5 hours; but not always 5 hours.

f. How many Security Guards / Ambassadors at current contract ?

Answer: 18

g. Who is the current vendor?

Answer: Please refer to question b on the following document (RFP No. 12-13-06 - Pre-submittal Meeting)

h. How long has current vendor serviced current contract?

Answer: The current vendor has serviced this contract since 2010.

i. What is the current contracted price?

Answer: The current contracted rate is as follows: Ambassadors – 15.46 per hour, Site Supervisor – 18.16 per hour, Project Manager – 20.18 per hour

j. Is there any changes ( add-on , deductions, etc ) made on this bid from your current contract ? Under description of services and equipment, are those requirements the same as your current contract.

Answer: Yes, the Description of Services/Qualification (Section 2.0) are the same services that we are receiving from the current contractor. The Equipment and Uniforms (Section 2.0) have a few new additions; smart phones, messenger bags, and jacket/rain coats. These items are new to the required equipment and uniform section.

k. Please send us the file of the presentation that was given during the prebid.

Answer: The presentation has been posted to the Miami DDA Website. (www.miamidda.com)

I. Is there a set pay rate that the DDA would like all bidders to use? (For example, some cities state you cannot pay less than \$10.00 p/hr)

Answer: No; there is not a set pay rate. The pay rate is up to the discretion of the contractor.

m. What is the current hourly rates that DDA is paying for security services? Are there different billable hourly rates for events?

Answer: The current contracted rate is as follows: Ambassadors – 15.46 per hour, Site Supervisor – 18.16 per hour, Project Manager – 20.18 per hour

No; the billable hourly rate for events is the same on the current contract.

n. Who is the evaluation committee composed of?

Answer: The Evaluation Committee consists of (3-5) members. Each has the requisite knowledge and experience to evaluate proposals received pursuant to this RFP. To date (October 4) we do not have all the responses from the proposed evaluation committee members.

o. Pg 6 section 2.4, states selected contractor must provide evidence that contractor is qualified in the management of "Ambassador-type programs in comparable communities, and will be able to provide evidence of these qualifications and at least 2 years of directly relevant management experience." Our firm manages approximately 600 security officers and provides security to a vast variety of clients. (Government, Commercial, Health Care, & Residential) Do we qualify to submit a proposal?

Answer: All interested firms can submit a proposal. Under the Qualifications Section (2.4), it does state the following: the selected contractor must provide evidence that contractor is qualified in the management of Ambassador-type programs in comparable communities, and will be able to provide evidence of these qualifications.

p. Since there is not a pricing form provided, does the DDA prefer a price given as a yearly cost or an hourly rate with breakdown as mentioned in the RFP?

Answer: Please refer to Section 3.0 (Proposal Submittals – C. Budget) for information pertaining to the Budget portion of the submittal. There is no preference; but either format must include a total proposed fee (separate for years 1 & 2).

q. What are the days of work designated for the "Brickell Night" and "Biscayne Boulevard" assignments?

Answer: Brickell Night - Thursday, Friday and Saturday (nighttime crew) Biscayne Boulevard - These are the hours worked by the Miami Heat Crew (follows the heat schedule –day or night; generally they are at night)

r. Pg. 18 Under Criteria Scoring – Are the total 25 points based on lowest price or rather a value of offerings to price (e.g., best value)?

Answer: The scoring / ranking for the Operating Budget & Fee Proposal will not be based on the lowest bid; it will be geared more towards the value of offerings to price (best value) of the proposal.

s. Pg. 18 Under Criteria Scoring – What constitutes/qualifies as "Local Preference"

Answer: In an effort to promote the participation of local vendors in the procurement process, the City of Miami Ordinance 11087 has been established to provide that if the amount of a bid or proposal submitted by a vendor whose primary office is located within the City of Miami is not more than 10% in excess of the lowest responsible bidder or proposer, such local vendor may be offered the opportunity of accepting the contract at the low bid amount.

t. Please specify what equipment is required for each DDA officer? Do they all need a 2-way radio? Cell Phone? Tour System?

Answer: Please refer to the Equipment and Uniforms Section (Section 2.9) of the RFP. The Ambassadors currently use cellular phones, two-way radios, 1 smart phone (Project Manager), and digital cameras.

u. How many bicycles are needed? It is up to the Contractor to propose the number of equipment (bicycles) they will be using. Currently, the Ambassadors have 3 bicycles available.

Answer: The Ambassadors currently place one Ambassador (per shift) on bicycle patrol.

v. Does the DDA require any additional structures other than the local office to serve as an office or a work station?

Answer: No; there is not a requirement of any additional structures other than a local office.

w. Section 3.0.A.2.A, 5th bullet on RFP 10 requires the bidder to submit a "current Certificate of Good Standing from state in which company is registered to do business". Our company was formed in Delaware and is registered to do business in Florida along with many other states. From what state should we obtain the Certificate of Good Standing?

Answer: Florida

x. The Cover sheet at RFP page 20 requires an "authorized signer" for the cover sheet and we presume the other documents should also be signed by an "authorized signer" as directed by the cover sheet. However we have a few questions regarding the Certificate of Authority for Corporations:

Should there be a line to identify the signer after the phrase "RESOLVED, that"?

Answer: Yes

y. Who is required to be identified as the authorized signer by that form, a company officer such as the President or a Vice President? Our officers are not local to Florida and travel frequently. Is it acceptable for the Corporation Certificate of Authority to refer to a locally authorized signer and for that locally authorized signer to sign all bid documents to be submitted with the proposal?

Answer: Yes

z. How should bidders indicate any required changes to the Insurance Requirements document at Section 7.3 which must be submitted with the proposal?

Answer: Pending Clarification (Will be updated ASAP)



Wachovia Financial Center 200 S. Biscayne Boulevard Suite 2929 Miami, Florida 33131 Tel: (305) 579-6675 Fax: (305) 371-2423

### Request for Proposals for Downtown Ambassador Services RFP No. 12-13-06 Pre-submittal Meeting September 19, 2013 | 10:00AM

### I. Presentation by Jennifer Rodero (please see copy of the presentation below)

### Presubmittal Agenda

- Introduction to the Miami DDA
- RFP Goals
- Ambassador Services
- Service Areas
- Timeline
- Q&A

#### Miami Downtown Development Authority (DDA)

The Mission of the Miami Downtown Development Authority is to grow, strengthen and promote the
economic health and vitality of Downtown Miami. As an autonomous agency of the City, the Miami DDA
advocates, facilitates plans and executes business development, planning and capital improvements, and
marketing and communication strategies. We commit to fulfill our mission collaboratively, ethically and
professionally, consistent with the Authority's public purpose.

#### **RFP Goals & Objectives**

• The Miami Downtown Development Authority ("DDA") is issuing this request for proposals ("RFP") to solicit proposals from qualified and experienced firms to provide Security and Hospitality related Services ("Services") throughout the Downtown area.

#### **Ambassador Services**

Hospitality-related functions may include:

- Greeting Downtown workers, visitors, and residents with a smile and helpful attitude
- Providing information and responding to inquiries regarding Downtown businesses, government and educational facilities, services, facilities, and events
- Providing directions
- Setting up and staffing information kiosks, as needed
- Conducting street surveys and distributing informational material as needed
- Visiting downtown business owners and managers to share information and report concerns
- Informing panhandlers about the Downtown no-panhandling ordinance
- Informing citizens how to effectively handle panhandling situations

Any other related service as deemed necessary and appropriate by DDA staff

#### Security-related functions may include:

- Serving as an extra set of eyes and ears to the Miami Police Department
- Providing "safe walk" services for Downtown employees and visitors
- Reporting code enforcement and "quality of life" concerns to appropriate agencies
- Assisting the City of Miami Homeless Assistance Program in addressing street population issues
- Responding to calls concerning incidents such as suspicious persons or injuries and alerting other responders (police, fire rescue, Homeless Assistance Program) as appropriate

- Monitoring and patrolling the Downtown area with the aim of deterring criminal activity and disruptive street behavior
- Maintaining open communication with Miami Police Department personnel
- Conducting routine patrol of downtown parks and other public gathering spaces
- Coordinating with and assisting the DDA's "Downtown Enhancement Team," which provides litter pick-up, graffiti removal, and landscape maintenance services
- Monitoring and reporting deficiencies to City services to ensure that streets remain bright and clean
- Any other related service as deemed necessary and appropriate by DDA staff

#### Service Area





### II. Question and Answer Session

a. It was mentioned that you are reinstating service. Does that mean that you had service as one point and then phased it out?

#### Answer:

No. We currently have a Downtown Ambassador Service and are requesting proposals to provide the service again in Downtown.

b. Who has the current contract?

Answer:

#### U. S. Security Associates

c. The services being requested are for unarmed officers?

Answer: Correct. The services requested are for unarmed officers.

d. Is there also an RFP for the services provided by the Downtown Enhancement Team (cleaning services)?

Answer: No.

e. Who has the current contract?

Answer: Camillus House

f. How do the Ambassadors work together with the Downtown Enhancement Team?

Answer: The Ambassadors and Downtown Enhancement Team maintain an open communication line for street level quality of life issues. The Ambassadors coordinate with and assist the Downtown Enhancement Team which provides litter pick-up, graffiti removal, and landscape maintenance services.

g. Is the Project Manager part of the regular service provided?

Answer: There is a Supervisor for the Downtown Enhancement Team and a Project Manager currently for the U.S. Security Associates contract.

h. How do the Ambassadors communicate with the City of Miami Police Department?

Answer: Ambassadors communicate with the MPD via phone. The Miami DDA provides the connection with the MPD, the commander of the area, and the main neighborhood resource officer (NRO) of the area. They exchange contact information, phone numbers, and they attend the same meetings.

The Ambassadors serve as additional "eyes and ears" to the Miami Police Department and as roving concierges for the Downtown community, Ambassadors routinely perform a wide variety of tasks and are expected to exercise independent good judgment under minimal supervision.

i. Is there a set Price Sheet?

Answer: No; there is not a pre-set price sheet or budget sheet. Please refer to the RFP on page 11 (Section C) for Budget requirements.

j. Do the Ambassadors require any type of transportation (vehicles, Segway, etc.)?

Answer: It is not a requirement; it is up to the company submitting a proposal to propose the type of services they will provide (including equipment or transportation). Currently, the Ambassadors utilize bicycles. The Ambassadors currently place one Ambassador (per shift) on bicycle patrol.

k. Is there somewhere where the officers currently have their storage, radios, etc.?

Answer: Please refer to the RFP, page 9 (Section 2.9) under Facilities. The Ambassadors currently have an office space on Flagler Street across the Dade County Court House.

I. So, the DDA does not provide the office/storage space.

Answer: Correct, it is up to the Contractor to provide suitable office space for the Ambassadors Program, including storage for bicycles and other equipment. It is recommended to have the offices in Downtown but it is not a requirement stated in the RFP.

m. How do the Ambassadors use the business cards?

Answer: The Ambassadors use business cards as a means of communication for making contact with businesses at the street level. Additionally, the cards are also given to visitors/tourists to provide contact information for the Ambassadors.

n. Is there currently a system (control system) in place for tracking the whereabouts of the Ambassadors?

Answer: Currently, the Miami DDA uses mobile phones and email to communicate with the Ambassadors. Electronic patrol tracking systems can be proposed as part of the RFP. The current contract does not utilize a tracking system with the Ambassadors. The current contractor is rolling out a pilot tracking program this year.

o. There is a tracking system available that allows for officers to scan a barcode that is placed either on public or private property. Would the person who is awarded the contract be able to install this type of tracking system in Downtown?

Answer: It is something that can be worked out. If implemented, the Miami DDA would have to advise local property/business owners of the placement of the barcodes/tracking system. Additionally, the DDA would look into placing the bar codes on public property, such as pay phones or planters.

p. An "event pool" of hours is required as part of the proposal. How often and how many hours are typically used?

Answer: An "event pool" of Ambassador service-hours will be established from which events can be staffed at regular hours, rather than at overtime rates. During a fiscal year, we have typically used up to 800 event pool hours. This may change as we have been participating in more events each year. The Miami DDA asks the contractor to include 1,000 "event pool" hours in their budget.

q. How many event days does that translate to?

Answer: I would not translate the hours to days, but more so to the number of Downtown events that happen sporadically throughout the year. The Ambassadors have participated in approximately 30 events annually.

r. Are Miami Heat games considered to be a special event?

Answer: No. Miami Heat games are not considered to be a part of the event pool. In the current contract, there is a set crew (5 Ambassadors - The Biscayne Blvd/Miami Heat Crew) which provides services on game nights.

s. Typically, how many Ambassadors do you require or schedule for special events?

Answer: The number of Ambassadors requested for special events depends on the size of the event and the number of expected participants. We have used anywhere from 2 to 5 Ambassadors for special events.

t. Are you looking for bilingual Ambassadors?

Answer: It is not required, but it will be helpful. There are many different languages spoken in Downtown (English, Spanish, Creole, and Portuguese are the most commonly used languages).

u. Are there a total number of hours to base the rate on?

Answer: In the RFP, under Section 2.6 (Deployment), there is a sample of the current schedule for the Ambassadors. There are not a total number of hours set to base the proposed rates on; it is up to the contractor to set their rate in their proposal.

v. Does the DDA require that the contract provide the Ambassador benefits as part of the RFP? Is a breakdown required?

Answer: The Contractor may choose to include benefits in their budget; but is not a requirement. If the contractor is including benefits, a breakdown of the benefits can be included in the budget section of proposal.

w. Is first aid training required? How often do they do first aid?

Answer: Please refer to section 2.7 (Training). The Contractor shall be responsible, at its own expense, for providing initial (program start-up and new hire) and on-the-job training to Ambassadors and associated Program staff. Initial training must consist of at least 40 hours per employee. On-the-job training must be provided for each member of the Ambassador team for an average of three to six hours at least every three months and may take place more frequently as required.

During the course of the contract, first aid training is part of the training topics required. The Miami DDA requires first aid training and CPR; the ambassadors normally give a call to the first responder prior to engaging in first aid or CPR.

x. What is the current budget for the Ambassadors Program?

Answer: The current budget for the Ambassador Program is \$425,000.00 per year.

y. Is the current contract expiring /out of terms? Is this the reason, the DDA has put out an RFP?

Answer: The current agreement is in the final year of the renewal option; ending on June 30, 2014. Yes, the Miami DDA intends to execute a multi-year Agreement with the Contractor, providing for a two-year initial term and three one-year renewal options at the sole discretion of the DDA.

z. Currently the Ambassadors are using what type of devices? Do they use separate (individual) twoway radios, smart phones, cameras, or is it one integrated device?

Answer: The Ambassadors currently use cellular phones, two-way radios, 1 smart phone (Project Manager), and digital cameras.

aa. Where is the current office located?

Answer: The Ambassadors currently have an office space on Flagler Street across the Dade County Court House. Currently the office is not located street level. The current office is located at: 66 West Flagler Street, Suite 401, Miami, FL 33130.

bb. Should the Ambassador office be located in Downtown?

Answer: It is not required for the office to be located in Downtown (according to the RFP), but logistically it would make sense to have it in the area.

cc. Is it listed that a first aid kit is part of the Equipment/Uniforms required; do they perform a lot of first aid?

Answer: During the course of the contract, first aid training is part of the training topics required. The Miami DDA requires first aid training and CPR; the ambassadors normally give a call to the first

responder prior to engaging in first aid or CPR. The Ambassadors typically do not perform first aid/CPR; they are instructed to call first responders for assistance. But, there may be an instance where it may be required; therefore it is a training we emphasize to the contractor for the Ambassadors to be trained on.

dd. Can the contractor use tablets vs. smart phones so that the Ambassadors have access to the internet on the field?

Answer: Yes, the contractor may put it in their proposal as part of their services.

ee. Is the Miami DDA happy with the current uniform?

Answer: The Miami DDA is currently looking into changing the uniform, but it has not been finalized. The Contractor will be responsible for supplying, at its own expense, uniforms to all Ambassadors. A photograph of the current Ambassador uniform is provided in Attachment B. Please refer to section 2.9.

These uniforms shall be specified in style, logo compliance, and color by the DDA. All Ambassadors must be in uniform while on duty and must present a neat, clean, and positive image at all times. The current uniform consists of black docker-style pants, a short-sleeved white button down collared security shirt with embroidered logo, and a black baseball cap with embroidered logo. A photograph of the current Ambassador uniform is provided in Attachment B. Please refer to section 2.9.

ff. How do people know about the Ambassador Program? Do you distribute printed materials/brochures to inform the Downtown community about the Program?

Answer: The Miami DDA has provided informational brochures to Downtown stakeholders to provide them information on the services provided by the Ambassadors. Additionally, there is information on the Miami DDA website (<u>www.miamidda.com</u>) about the Ambassador services. The brochures have not been distributed to hotels. As part of their services, the DWNTWN Ambassadors visit new and existing businesses regularly to provide information about Downtown (events, road closures, etc.).

gg. How often are safe walks used?

Answer: Over the past year, safe walk requests have increased from the Downtown businesses and visitors.

hh. Does the Miami DDA request extra police for special events?

Answer: Organizers of a special event in Downtown Miami are required to apply for a special events permit. The Miami Police Department is one of the departments that must sign off on the permit. If additional police officers are required for an event, the organizer will be advised of the need for additional police. Ambassadors are provided as an "enhanced service" for special events that occur in Downtown.

ii. What is the interaction between the Ambassadors and the City of Miami Homeless Assistance Program?

Answer: As the Ambassadors are very visible at the street level, they interact with homeless individuals on a daily basis. As they interact with the homeless individuals or receive calls for service from Downtown stakeholders about homeless individuals, their protocol is to contact the City of Miami Homeless Assistance Program to provide information on services available for the homeless individual(s). The number one call for services made to the Ambassadors is for quality of life/homeless related issues.

jj. Was the pre-submittal meeting mandatory?

Answer: No; it is optional.

kk. The quality of life issues are the number one call made to Ambassadors; what are the second and third types of calls made to the Ambassadors?

Answer: The Ambassadors receive many calls referring to shoplifting, illegal vending, safe walk requests, street lights outages (quality of life concerns).

II. How many kiosks/booth areas are there?

Answer: Currently there are no kiosks or booths that are manned by Ambassadors. There is a Welcome Center that is will be opening in the next few months. The Welcome Center is being constructed and staffed by the American Institute of Architects (AIA). It will be an architecture center and a Welcome Center. The location of the AIA Welcome Center is located at the old post office building on NE 1 Street and NE 1 Ave. In the future there may be more interaction between the Welcome Center and the Ambassadors. There is also a Visitor Center located at the Mary Brickell Village where the Ambassadors guide visitors/tourists towards for information.

mm. What is meant by conducting street surveys?

Answer: If there is a need to conduct a survey in the Downtown area, the Ambassadors may be asked to walk the surveys to the Downtown businesses. Additionally, the Ambassadors may be asked to survey (inspect) the Downtown streets for quality of life concerns and report their findings on issues they may find from their survey.

nn. How long has this program been in place?

Answer: The DWNTWN Ambassador Program has been in place since 2007.