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**SECTION 0100**      **INSTRUCTIONS TO PROPOSERS**

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

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

**2. PURPOSE.** On May 1, 2016 the City entered into an Agreement with SP Plus Corporation to provide attendants for City parking garages. The initial term of the agreement was for three (3) years commencing May 1, 2016 and continuing through April 31, 2019. At the city’s option and sole discretion, the City Manager extended this Agreement for two (2) additional one (1) year terms. The current Agreement is currently scheduled to expire April 31, 2021.

The City of Miami Beach is soliciting responses from proposers to supply trained uniformed attendants for the City of Miami Beach Parking System garages and lots. Attendant shall be responsible for a variety of garage/lot supportive functions which include (but may not be limited to): customer service, cashiering, preparing bank deposits assisting with the public, managing capacity of garages/lots, handling of money, operating revenue control equipment, filling out reports, opening and closing of booths.

The following information is provided as historical information and not as indication of the future needs of the City. During 2019 the City required approximately 46,139 hours of Attendant I, and 38761 hours of Attendants II services to manage the listed parking garages. The referenced services were facilitated by the use of 2 vendor provided vehicles.

The City anticipates any resulting agreement will be awarded on a management fee plus agreed to reimbursable costs.

**3. ANTICIPATED RFP TIMETABLE.** The tentative schedule for this solicitation is as follows:

RFP Issued	February 11, 2021
Pre-Proposal Meeting	February 25, 2021 @ 11:30AM EST
Deadline for Receipt of Questions	March 8, 2021 @ 5:00PM EST
Responses Due	March 17, 2021 @ 3:00PM EST
Evaluation Committee Review	TBD
Proposer Presentations	TBD (If Applicable)
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

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

Procurement Contact:

William Garviso, CPPB

Telephone:

305 673-7490 #26650

Email:

WilliamGarviso@miamibeachfl.gov

**Additionally, the City Clerk is to be copied on all communications via e-mail at: [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov); or via facsimile: 786-394-4188.**

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

**5. PRE-PROPOSAL MEETING OR SITE VISIT(S).** Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting **shall be via telephone** and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

- (1) Dial the TELEPHONE NUMBER: +1 786-636-1480 (Toll-free North America)
- (2) Enter the MEETING NUMBER 467 726 761#

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

**6. PRE-PROPOSAL INTERPRETATIONS.** Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective proposer who has received this RFP by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

**7. CONE OF SILENCE.** This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov)

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

**9. PROPOSER'S RESPONSIBILITY.** Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

**10. DETERMINATION OF AWARD.** The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

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

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

**11. NEGOTIATIONS.** Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

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**SECTION 0200**

**GENERAL CONDITIONS**

**TERMS & CONDITIONS –SERVICES.** By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services, incorporated herein, which may be found at the following link:

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

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**SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

**1. ELECTRONIC RESPONSES (ONLY).** Electronic responses to this RFP are to be submitted through Periscope S2G (formally known as BidSync) ([www.periscopeholdings.com](http://www.periscopeholdings.com) or [www.bidsync.com](http://www.bidsync.com)) until the date and time as indicated in this document. *It is the sole responsibility of the Proposer to ensure its proposal reaches Periscope S2G before the Solicitation closing date and time.* There is no cost to the Proposer to submit a proposal in response to a City of Miami Beach solicitation via Periscope S2G. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files (proposal format indicated below). All proposals received and time stamped through BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. Proposals will be opened promptly at the time and date specified. Hard copy proposals or proposals received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of proposals are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date and time. The City will only consider the latest version of the proposal.

**2. NON-RESPONSIVENESS.** Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire
2. Failure to comply with Minimum Eligibility Requirement (See Appendix A, Section A1).
3. Cost Proposal (Tab 6).

**3. OMITTED OR ADDITIONAL INFORMATION.** With exception of the Bid Submittal Questionnaire (completed and submitted electronically) and the Revenue Proposal, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

**4. ELECTRONIC PROPOSAL FORMAT.** In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in BidSync.

<b>TAB 1</b>	<b>Cover Letter &amp; Minimum Qualifications Requirements</b>
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**1.1 Cover Letter and Table of Contents.** The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

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

<b>TAB 2</b>	<b>Experience &amp; Qualifications</b>
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**2.1 Qualifications of Proposing Firm.** Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

For each project, identify whether the experience is for the firm or for a principal (include name of principal).

**2.2 Qualifications of Proposer Team.** Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

**TAB 3    Approach and Methodology**

Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: use of innovative technology, training received by attendants, communication protocols, and retaining sufficient personnel to meet the City's needs.

**TAB 4    Public Benefit**

Submit detailed information on how Proposer will provide value-added services or public benefits related to the scope of this RFP proposed by the Proposer. Public benefit(s) to the City which may include, without limitation, benefits to residents in support of the City's educational compact with Miami Dade Public Schools, and/or such other City public benefits and/or services as the City Manager, in his reasonable judgement and discretion, from time to time, require.

**TAB 5    Cost Proposal**

Submit a completed Cost Proposal Form (Appendix B).

**Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing his recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0400.**

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**SECTION 0400**

**PROPOSAL EVALUATION**

**1. EVALUATION OF PROPOSALS.** All responsive proposals will be evaluated in accordance with this section. If more than one proposal is received, the City Manager may appoint an Evaluation Committee to consider and provide feedback on the qualitative factors of each proposal. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. In the evaluation of proposals, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. Failure to provide the requested information within the time prescribed may result in the disqualification of proposal.

**2. QUALITATIVE FACTORS (QUALIFICATIONS, SCOPE AND APPROACH), AND VETERAN’S PREFERENCE.** **The Evaluation Committee shall only consider qualitative factors.** The Evaluation Committee shall not consider quantitative factors (e.g., cost) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Sub-section 3 below. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the following criteria. The Procurement Department will assign points for Veteran’s Preference, pursuant to Ordinance No. 2011-3748, as applicable.

<b>Qualitative Criteria</b>	<b>Maximum Points</b>
Experience and Qualifications	55
Approach and Methodology	40
Public Benefits	5
<b>TOTAL AVAILABLE POINTS for Qualitative Criteria</b>	<b>100</b>
Veteran’s Preference Points	5
<b>TOTAL AVAILABLE POINTS for Veteran’s Preference Criteria</b>	<b>105</b>

**EVALUATION COMMITTEE RANKING FOR QUALITATIVE CRITERIA ONLY.** The sum of qualitative scores will be converted to rankings in accordance with the example below.

		<b>Proposer A</b>	<b>Proposer B</b>	<b>Proposer C</b>
<b>Committee Member 1</b>	Qualitative Points	82	76	80
	Rank	1	3	2
<b>Committee Member 2</b>	Qualitative Points	79	85	72
	Rank	2	1	3
<b>Committee Member 2</b>	Qualitative Points	80	74	66
	Rank	1	2	3
<b>Low Aggregate Score</b>		<b>4</b>	<b>6</b>	<b>8</b>
<b>Final Ranking*</b>		<b>1</b>	<b>2</b>	<b>3</b>

**3. QUANTITATIVE FACTORS.** Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing his recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Sub-section 4 below.

**4. DETERMINATION OF AWARD.** The City Manager shall consider qualitative and quantitative factors, in accordance with Sub-section 2 and 3 above, to recommend the proposer(s) he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results of the Evaluation Committee process, if applicable, and shall take into consideration Miami Beach City Code Section 2-369, including the following considerations:

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

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

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# APPENDIX A

# MIAMI BEACH

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## Minimum Requirements & Specifications

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2021-066-WG  
ATTENDANTS FOR CITY PARKING  
GARAGES

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

**A1. Minimum Eligibility Requirements.** The Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

1. Proposer shall maintain commercial office within Miami-Dade, Palm Beach, Broward or Monroe Counties.

**SUBMITTAL REQUIREMENT:** Submit the business tax receipt or occupational license for the Proposer's location which complies with this requirement.

2. Proposer shall have been awarded at least three (3) contracts of similar scope and size within the last ten (10) years. Similar size and scope may include municipal parking Departments, parking authorities, and/or public or private parking systems, including colleges/ universities; and/or hospitals.

**SUBMITTAL REQUIREMENT:** For each of the three (3) required contracts, submit: the name of the awarding agency, agency contact person, address, telephone number, email address, and summary of scope of services provided.

**A3. Scope of Work.** The successful Proposer shall provide labor hours based on operational need upon request from the City, no minimum or maximum number of labor hours are stated or guaranteed. The Proposal shall also be responsible for the following:

1. Providing trained and uniformed, as detailed herein, parking attendants at each of the designated parking facilities below, Monday through Sunday, including holidays and during special events. The parking facilities are located at:
  - G1 - 7th Street/Collins Avenue
  - G2 - 12th Street/Drexel Avenue
  - G3 - 13th Street/Collins Avenue
  - G4 - 16th Street/Collins Avenue
  - G5 - 17th Street Garage
  - G6 - 42nd Street Garage
  - G7 - 18th and Meridian (City Hall Garage)
  - G8 - 5th Street and Alton Garage
  - G9 - Pennsylvania Avenue Garage
  - G10 - Sunset Harbor Garage
  - G11 - Convention Center Garage
  - G12 - Collins Park Garage
  - Multiple municipal surface parking lots, including during special events and/or seasonally.
2. Proposer's parking Attendants I must:
  - A. Collect parking fees, validate tickets, and perform related duties.
  - B. Provide financial and ticket reports at the conclusion of each shift.

- C. Submit all monies representative of the shift's activity to the shift/facility Attendant II's, and assist in the recordation and deposit of the daily shift cash receipts.
  - D. Maintain a clean work area and access control equipment. Each shift shall be responsible to maintain the fee computer as to cleanliness, dust, and appropriate use.
  - E. Provide directions and general information to the public.
  - F. Maintain a neat, well-groomed appearance at all times.
  - G. Maintain a friendly, courteous and service-oriented attitude at all times.
  - H. Consistently demonstrate the ability to communicate effectively in the English language with the general public, supervisors, and City management.
  - I. Be qualified to complete all required cash and ticket reports to ensure the accurate and complete recordation of such reports. Demonstrate ability to add, subtract, multiply, and divide in a consistent and accurate manner.
  - J. Be familiar with City parking policies pertinent to:
    - Monthly Parking Program
    - City Permit Parkers
    - Special Event Parking
    - Any other programs implemented by the City
  - K. Be familiar with the location, hours of operation, and rates of all City parking facilities.
  - L. Trained in operating the City's gated parking revenue control equipment and related mobile applications.
  - M. Perform all other related duties as assigned by the City.
3. Proposer shall provide and require its employees to wear a uniform:
- A. Sport/polo shirt or collared shirt (no t-shirts), dark pants, shorts or skirt.
  - B. The firm's employees will be issued official City of Miami Beach photo identifications and these shall be required to be worn daily as part of the employee's official uniform.
  - C. The Proposer must include its name on the badge or uniform.
  - D. The City reserves the right of final approval of the uniform selected by the Proposer.
4. Proposer will provide Attendants II as requested by the City.
5. Attendant II will perform the following duties, including all Attendant I duties, as required:
- A. Attendance verification: Verify at the beginning of each shift that all posts are staffed. If personnel are absent or call in sick, it is the responsibility of the Attendant II to replace the Attendant I immediately. The Attendant II shall issue a bank for each Attendant I, whose duties are to cashier, per shift.
  - B. Scheduling of shift locations and replacements for daily and weekly schedule and scheduling for vacations and emergencies.
  - C. The shift shall serve as the City contact for any problems or questions during each shift.
  - D. Provide required assistance to parking attendants during shift closeout procedures. Prepare all deposits for shift cash receipts.
  - E. Collect pay on foot machines as needed and ensure they have sufficient funds.
  - F. Perform the duties of a Parking Attendant I, when and if necessary.
  - G. Assist in central monitoring station.
  - H. Perform other related duties as requested by City staff.

6. Contractor shall use best efforts to transition employees of the existing service provider who choose to migrate to the Contractor. The City shall bear no responsibility for any transitioned employee.
7. Proposer shall provide a full-time on-site Project Manager with experience handling the type of services requested by the City, who will have full authority to act on behalf of the firm. The Project Manager shall be scheduled at the sole and absolute discretion of the City and shall be available to respond to requests from the City, on an as needed basis, 24 hours a day/seven days a week.
8. All Contractor employees must report any facility maintenance issues, including but not limited to graffiti; light bulb replacement; restriping; signage; etc. that needs to be addressed.
9. Contractor shall schedule monthly performance meetings with City management to review performance issues.
10. Contractor shall notify the City immediately upon any change in its contractor management team that impacts services to the City. A minimum of two (2) contract representative names must remain on file with the City at all times.
11. Contractor shall respond to any complaint received from the general public or the City Administration, in writing, within 24 hours of receipt of complaint.
12. All training is the sole responsibility of the Contractor. Contractor will provide written rules of conduct for its personnel, which must be approved by the City's Parking Director.
13. Contractor must provide a Facilities Operation Manual to each employee and a permanent manual containing standard operating procedures shall be stored in each office location and central facility office.
14. Smoking, eating, and/or mobile phone use on the job is strictly prohibited.
15. Contractor must supply a \$100.00 bank per facility. The \$100.00 bank shall consist of sufficient variety of currency and/or coin to properly provide change. The City reserves the right to alter the composition of the \$100 bank.
16. Contractor shall be responsible for all pay-on-foot stations, including but not limited to: providing all funds necessary for replenishing all cash for change (Up to \$600 per pay on foot station is required); balancing all transactions at all pay-on-foot stations at applicable facilities; and performing all other related duties pertaining to pay-on-foot stations, as assigned by the City. Contractor must have sufficient cash on hand to ensure that at no time any pay-on-foot stations are depleted of change (smaller bill denominations). Contractor shall use best efforts to keep all pay on foot stations operational at all times including, but not limited to, minor repairs such as misread tickets; bill jams; receipt rolls, etc.
17. Contractor shall be responsible for any cash shortages. All shortages shall be delivered to the City of Miami Beach Parking Department, c/o the Administrative Service Manager, within 72 hours of notice of the shortage by the City.
18. Contractor shall provide continuous and on-going procedural and equipment training to its employees. Proposer shall provide a roster of all trained employees to the City.

Employees receiving training at the City's parking facilities must be scheduled to work at City parking facilities. Under no circumstances is the Proposer to train employees at City parking facilities and relocate the employee to another contract or client for any period of time without the prior written consent of the City.

19. Contractor shall provide sufficient vehicles 2018 or newer, (in such number as reasonably determined by the City) for its employees to ensure the effective and efficient transport of attendants to assigned locations throughout all shifts.
20. The Contractor shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this RFP or any resulting Agreement prior to the commencement of said services. Any Contractor employee eligible to perform work pursuant to this RFP, or resulting Agreement, shall require the prior approval of the HR Department if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

The Contractor shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program.

21. Contractor shall include its audit and internal controls including, but not limited to, the following: code of conduct and a confirmation process; hiring and promoting of employees; continuous training; fair and balanced discipline; implementing and monitoring internal controls; having a strong and independent audit committee; and hiring effective internal auditors. The City reserves the right to require Proposer to conduct investigative measures, including audits, and/or surveillance, to ensure the integrity of the system and their employees.
22. Contractor shall provide samples of its standard monthly, quarterly, and annual, reporting forms. Said reporting may include, but is not limited to, any and all financial and/or operational reporting to the City, including invoicing; employee attendance; etc.
23. The City will at no time be responsible for any overtime payroll expense incurred by the Proposer unless the City authorizes said overtime in advance, in writing.

## B. PERFORMANCE STANDARDS

### 1. Uniforms/ Name-tags:

Proposer's employees must be in full uniform with their respective name-tag at the start of their shift. Failure to do so may result in a request to replace said employee with one in full uniform/ name-tag.

Penalty: \$100.00 per employee, per event/per day

## 2. Customer Service/Conduct:

All employees working on the contract shall abide by the City's Customer Service Excellence Standards. Operator will be evaluated for compliance.

Employees must comport themselves in a respectful and courteous manner when addressing the public/customers. Conduct unbecoming shall include: smoking, eating, mobile phone use, rudeness, belligerence, hostility, quarrelsome, antagonistic, aggression, sarcasm, contempt, and mocking. All employees shall further refrain from smoking, eating, and/or drinking while on-duty. Complaints pertaining to customer service including, but not limited to, the behavior outlined above shall be immediately addressed by the firm.

The City reserves the right, at its sole discretion, to determine if the employee is unfit or incompetent to perform the duties and may require the immediate removal of the employee and replacement with another within one (1) hour of said request.

Penalty: \$100.00 per employee, per event/per day

3. Failure to provide service for events on scheduled dates shall be deemed as nonperformance on the part of the Proposer and shall be subject to a penalty, as liquidated damages. The value of the liquidated damages is based on: (1) reduction of service level to patrons wishing to park and any inconvenience derived thereof; and (2) a disincentive to the Proposer to not provide service for all events.

Penalty: \$ 500. 00 per event/ per day

4. Any and all alleged, perceived, and/ or real incident reports/ claims must be reported in writing to the City' s Parking Department within 2 business days of the incidents/claim.

Penalty: \$ 100. 00 per incident

## 5. Training Expectations per employee classification.

### 5.1. Ambassador – Cashiers & Central Cashiers

Required of both positions:

- Login/Logout SKIDATA cashier console
- Know how to run Normal cash transaction in SKIDATA
- Run Validations through SKIDATA
- Charge an unreadable unpaid ticket
- Lost Ticket through SKIDATA
- Run Access Cards and/or tag # in the Iphone City App
- Know how to use two-way SKIDATA intercom
- Read garage counts
- Use of two-way radios including radio codes.
- Knowledge of codes and abbreviations necessary to complete logs

Required of Central Cashier Only

- Trained in the SKIDATA Central Cashier Environment and Menus

- Run Validations through SKIDATA Exemptions Blue Box
- Push a fee to SKIDATA remote location
- Run Access Cards activity on SKIDATA console
- Understand and report SKIDATA device messages regarding equipment malfunctions
- Know how to use SKIDATA reversible lanes-
- To lower / raise SKIDATA gates remotely upon City request
- To remotely disable/enable a SKIDATA column and/or POF
- Trained to update garage counts on SKIDATA central cashier console upon request
- Fully understand all transactions that require POS approval through the City's Iphone Authorization App

#### 5.2. Collector

- Maintain their assigned POF electronic key charged
- Replenish POFs with enough change as often as needed
- Collect each POF a minimum of once a week
- Run shift report and corresponding backups matching collection / reporting any discrepancies
- Light troubleshooting as it regards to the collection process such as removing a jammed bill

#### 5.3. Supervisor

- Able to perform all positions above / train personnel / perform corrective disciplinary actions when needed

#### 5.4. Auditor

- Know all position requirements
- Perform Daily Audits of Central Cashier and Report any Discrepancies
- Audit the City's Iphone Parking Authorizations Logs against Central Cashier's
- Maintain all daily Report Back Ups

An unsatisfactory performance will result in penalties of \$100 per instance or as determined in the agreement.

### D. RESPONSIBILITY OF THE CITY

The City shall be responsible for the following:

1. The City will provide office space, as determined by the city. Currently, the city provides office space within G5 parking facility.
2. The City shall provide Contractor with a calendar of events at the City of Miami Beach Convention Center, The Fillmore at the Miami Beach Jackie Gleason, and New World Symphony. The City shall also provide Contractor with a copy of the City of Miami Beach annual calendar.
3. The City shall use reasonable efforts to notify Proposer of any special events and their specific parking requirements at least one week (seven calendar days) prior to

- commencement of the event.
4. The City will endeavor to provide a list of events requiring the staffing of surface parking lots at least 48 hours in advance.
  5. The City shall be responsible for all preventive maintenance; regular maintenance; and repairs of all pay on foot stations.

#### **A4. Special Conditions**

**1. TERM OF CONTRACT.** The contract shall commence upon the date of notice of award and shall be effective for three (3) years.

**2. OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) additional one-year periods subject to the availability of funds for succeeding fiscal years. Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

#### **3. PAYMENT FOR SERVICES RENDERED.**

The City shall pay the Contractor a management fee, the direct cost of labor, plus any authorized reimbursable expenses as indicated below.

1. Management Fee. The Proposer shall stipulate the management fee to be charged by the Contractor, on a monthly basis, to the City for the services rendered under any contract resulting from this RFP.

a. Management Fee Inclusions. The following shall be included in the proposed Management Fee: profit and overhead costs; general and administrative expenses; office rent and utilities; telephone and internet service; employee training, including customer service, gated revenue control equipment; office supplies; salaries, benefits and bonuses for office personnel and management; depreciation on equipment; licenses and permits; advertising; tools, equipment and vehicles 2018 or newer; taxes; insurances (including workmen's compensation and unemployment insurance); charitable and other contributions; travel and entertainment; public relations, gifts, dues and memberships; any penalties, assessments or fines issues by any regulatory agency, court or the city; employee social functions; employees severance pay; fringe benefits not earned or accrued during the time of this agreement or while employee has worked for the operator other than at the facilities; charge-backs which resulted from the failure to apply controls as described in the parking procedures manual; and any other cost not included in the approved reimbursable list.

b. Management Fee Adjustment. The proposed management fee shall remain constant for one (1) year from the contract's initial effective date. 60 days prior to each anniversary date of the contract, the Contractor may submit to the City a request for an adjustment to the preceding year's management fee for the subsequent year. Only request for increases based on a corresponding increase in the Consumers Price Index for the local urban market (CPI-U), as established by the United States Bureau of Labor Statistics will be considered. In the event that the City determines that the requested increase is unsubstantiated, the Contractor agrees to perform all duties at the then current cost terms. Requests for management fee adjustments shall be submitted to the City's Procurement Department. If the requested adjustment is approved by the City Manager, the Procurement Department will notify the Contractor in writing.

2. Direct Labor Costs. At the beginning of each contract year, or as modified during the year by the City with 72-hour notice to Contractor, the City will stipulate to Contractor the quantity and level (Attendant I or II) of personnel required at each facility. **The number of Attendants I and II shall be determined by the City and will be based on operational need.** For the agreed to personnel, the City shall reimburse the Contractor for direct labor costs as follows:

a. Attendant I. The City shall reimburse the Contractor the cost of Attendant I personnel, on an hourly basis worked, in accordance with the City's then current Living Wage rate. Should the Contractor choose to pay its employees an hourly rate higher than the City's then current Living Wage rate, the City will only be responsible for the applicable Living Wage rate.

b. Attendant II. The City shall reimburse the Contractor the cost of Attendant II personnel, on an hourly basis worked, in accordance with the following formula:  
Attendant I Rate + 5% = Attendant II Rate.

3. Reimbursable Expenses. The Contractor shall submit a proposed Reimbursable Expense Budget to the City 30 days prior to the commencement of each contract year. Prior to the commencement of each contract year, the Contractor and the City shall agree on a budget for reimbursable expenses. On a monthly basis, the successful proposer shall submit to the Parking Department a monthly expense report, certified by an officer of the operator and in the format specified by the City. This report will serve as a summary of the monthly reimbursable expenses, and as a monthly invoice. Only expenses for which proof of payment is provided shall be reimbursed. Only actual expenses shall be reimbursed; and, the use of estimates to substantiate monthly expenses will be prohibited.

a. Authorized Reimbursable Expenses. The following services are required and will be included as a reimbursable expense:

i. Project Manager Annual Salary - Proposer shall provide a full-time on-site Project Manager with experience handling the type of services requested by the City, who will have full authority to act on behalf of the firm. The Project Manager shall be scheduled at the sole and absolute discretion of the City and shall be available to respond to requests from the City, on an as needed basis, 24 hours a day/seven days a week. The City will not reimburse a Project Manager's salary greater than \$80,000.

ii. Payroll taxes, social security, Medicare taxes and other related expenses that Contractor is required to withhold and/or to pay on behalf of Attendant I and II employees assigned to the City employees. These must be itemized by employee.

iii. Government mandated insurance costs for Attendant I and II employees assigned to the City employees. These must be itemized by employee.

iv. Any training the City deems relevant and appropriate in its sole discretion.

v. Motorist Assistance Program (MAP) which includes but is not limited to flat tire assistance/repair, lock-out; fuel; battery jump start, and/or towing of the vehicle to a service facility.

vi. Cardio Pulmonary Resuscitation (CPR) Certification for all contract personnel.

vii. Mystery Shopper Reporting - An independent third party to perform a minimum of ten (10) "Shopper" reports per month, system-wide. A sample "Shopper" survey must be included in the Firm's proposal. Shopper reports must specify that these are actual customers and must be documented visits to one of the facilities where labor is provided. Telephone calls for information or visits/interaction with city staff is not permitted.

viii. Other expenses requested or approved by the City for items not included in the

management fee, including (but not limited to): uniforms; dedicated vehicle; gas and maintenance for dedicated vehicle; supplies utilized on City facilities; signs.

**4. ADDITIONAL SERVICES.** Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon successful negotiations and mutual consent of the contracting parties, and approved in accordance with City policy.

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

**6. CONTINUITY OF SERVICES.**

(a) The Contractor recognizes that the services under this contract are vital to the City and must be continued without interruption and that, upon contract expiration, a successor, either the City or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them to the successor at the contract transition date mandated by the City.

**7. FIDELITY BOND.** Fidelity Bond in the amount of \$500,000.00 will be required of the Successful Proposer. The Fidelity Bond shall be renewable annually and on the options. The form of the bond shall be approved by the City Attorney and shall be a corporate surety bond company licensed to do business in the State of Florida. The City of Miami Beach must be included as the obligee for this bond.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

# APPENDIX B

# MIAMI BEACH

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## Cost Proposal Form

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2021-066-WG  
ATTENDANTS FOR CITY PARKING  
GARAGES

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

## APPENDIX B COST PROPOSAL FORM

**Failure to submit Appendix B, Cost Proposal Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.**

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

### MANAGEMENT FEE PROPOSAL

Item	Description	Quantity	U / M	Monthly Cost	Total (Quantity X Monthly Cost)
1	Management Fee Monthly Rate	12	Months	\$	\$
<b>TOTAL</b>					\$

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

# APPENDIX C

# MIAMI BEACH

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## Insurance Requirements

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2021-066-WG  
ATTENDANTS FOR CITY PARKING  
GARAGES

PROCUREMENT DEPARTMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

# MIAMI BEACH

## INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

**Additional Insured** - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

**Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

**Waiver of Subrogation** – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

**Acceptability of Insurers** – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

**Verification of Coverage** – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**CERTIFICATE HOLDER MUST READ:**

CITY OF MIAMI BEACH  
c/o EXIGIS Insurance Compliance Services  
P.O. Box 4668 – ECM #35050  
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

[Certificates-miamibeach@riskworks.com](mailto:Certificates-miamibeach@riskworks.com)

**Special Risks or Circumstances** - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

DRAFT