

MIAMI BEACH

RFP 2022-005-ND FIRE AND POLICE FALSE ALARM BILLING SYSTEM

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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 or 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.

The City’s Police and Fire Departments are required per City Ordinance to implement a false alarm billing system for the registering or tracking of false alarms received by the departments. For approximately five years, the City of Miami Beach (the “City”) has had a revenue sharing agreement for the administration of the City’s false alarm billing system. The current agreement expires on October 25, 2021. In order to consider a replacement agreement, this Request for Proposals (RFP) seeks responses from interested parties who wish to enter into a revenue sharing contract for the administration of the City of Miami Beach’s (the “City”) false alarm billing system which includes database development and management, registration of alarm systems, alarm tracking, billing, collection and accounting services for registration fees and false alarm fees, and correspondence with citizens and businesses regarding false alarms.

Contractor will pay the City a percentage of its gross revenue collected from the enactment of the false alarm program, provided that all bank charges incurred in connection with the services rendered under the agreement shall be paid by the Contractor. The percentage of gross revenue shall be paid monthly, showing the fee calculation and supporting payments reconciliation.

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

RFP Issued	October 15, 2021
Pre-Proposal Meeting	October 27, 2021 at 9:00 a.m. ET
Deadline for Receipt of Questions	November 10, 2021 at 5:00 p.m. ET
Responses Due	November 29, 2021 at 3:00 p.m. ET
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

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

Procurement Contact:
Natalia Delgado

Telephone:
305-673-7000 x26263

Email:
NataliaDelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: 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: 786-636-1480 (United States, Miami Toll-free)
- (2) Enter the MEETING NUMBER: 475 937 585#

Proposers who are interested in 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

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

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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.

12. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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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 (dated April 13, 2020), incorporated herein, which may be found at the following link:

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

DRAFT

SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

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

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

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

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

It is the sole responsibility of each Proposer to ensure its proposal is successfully submitted in Periscope S2G prior to the deadline for proposal submittals.

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 (submitted electronically).
2. Failure to comply with Minimum Eligibility Requirement (See Appendix A, Section A1).
3. Revenue Proposal (Tab 5).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Submittal Questionnaire (completed and submitted electronically) and the Revenue Proposal with the bid and by the deadline for submittals shall render a proposal non-responsive. Non-Responsive proposals will not be considered. 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 Periscope S2G.

TAB 1	Cover Letter & Minimum Qualifications Requirements
<p>1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.</p>	
<p>1.2 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix A, Minimum Requirements and Specifications.</p>	

TAB 2 Experience & Qualifications

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 Scope of Services Proposed

3.1 Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix A, Minimum Requirements and Specifications including but not limited to the following:

3.1.1. Software Application Product

- 3.1.1 Provide a detailed description of the system/services being proposed and its functionality.
- 3.1.2 Include information regarding enhancements or additional modules expected to be available within the next year, including a software refresh schedule.
- 3.1.3 Provide information on the firm's level of commitment to continuous system improvements (upgrades), security patches for all applications, expansion of system capabilities and providing client support?
- 3.1.4 Describe user interface capabilities with Computer Aided Dispatch (CAD) and Records Management System (RMS), including remote and mobile access.

3.1.2. Technical Information of the Software Application

- 3.2.1 Provide a complete description of any client-side technical specifications and/or hosting requirements for the platform proposed.
 - 3.2.1.1 If a non-hosted solution, provide detailed infrastructure requirements and architectural design.
- 3.2.2 Indicate, in detail, the level of integration of your product with existing systems and applications.
- 3.2.3 Identify any third-party software required to provide the functionality required by the City.
- 3.2.4 Describe user rights and administrative controls.
- 3.2.5 Describe, in detail, the methods of risk mediation during installation, testing, deployment, and operation of the platform proposed including, but not limited to, data encryption for data at rest/in motion, authentication through active directory with multi-factor authentication, authorization by least privilege, secure APIs, and micro services.

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

TAB 4 Approach and Methodology

4.1 Submit detailed information addressing how proposed solution will achieve each portion of the scope of services and technical requirements outlined in Appendix A, Minimum Requirements and Specifications including but not limited to the following:

4.1.1 Project Planning and Implementation Information

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4.1.1.1 Provide a complete sample project plan for this project. Include your firm's approach to project management, implementation, migration, and training issues. Describe the implementation strategy that would be employed to successfully complete the project as well as meet the requirements of the City within the required timeline.

4.1.1.2 Include a sample project schedule based on the above project plan. Indicate the significant "milestones" in a project of this nature and magnitude.

4.1.1.3 Include a sample project acceptance criteria list.

4.1.2 Training Information

4.1.2.1 Describe the training program approach for the City. Include in-house training ("Live") and training for new updates/advancements in the proposed platform.

4.1.2.2 Describe all training manuals and formats available. Describe other methods or training available to City users.

4.1.3 Maintenance/Support/Warranty Information

4.1.3.1 Describe the levels and types of ongoing system support and maintenance provided by your firm. Specify the current version of your system, next major upgrade, how often the system is upgraded, and how the upgrades are accomplished.

4.1.3.2 Indicate how support would be provided (hotline telephone support, email, on-site, helpdesk, etc.). Describe the support escalation process should initial methods of support not adequately address the issue(s).

4.1.3.3 Describe software and services warranty coverage. Provide any available Service Level Agreement(s) ("SLA") for the City's consideration.

4.1.4 Additional/Optional Services

4.1.4.1 Provide detailed information regarding any additional or optional services offered.

TAB 5

Revenue Proposal

Submit a completed Revenue Proposal Form (Appendix B).

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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. EVALUATION CRITERIA. Responsive, responsible proposals will be evaluated in accordance with the following criteria.

Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications	30
Scope of Services Proposed	30
Approach and Methodology	10
TOTAL AVAILABLE POINTS for Qualitative Criteria	70
Veteran's Preference Points	5
Revenue Proposal	30
TOTAL AVAILABLE POINTS for Qualitative and Veteran's Preference Criteria	105

3. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g. revenue) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. 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.

4. QUANTITATIVE CRITERIA. Procurement Department staff will assign points for the quantitative criteria. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code. Revenue proposal points in accordance with the following formula:

Sample Objective Formula for Revenue Points				
Vendor	Vendor Revenue Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (revenue proposal being evaluated / highest revenue proposal X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$200	20	$\$200 / \$200 \times 20 = 20$	20
Vendor B	\$150	20	$\$150 / \$200 \times 20 = 15$	15
Vendor C	\$100	20	$\$100 / \$200 \times 20 = 10$	10

5. DETERMINATION OF FINAL RANKING. The sum of the evaluation criteria points will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Qualitative Points	82	74	80
	Quantitative Points	15	10	0
	Total	97	84	80
	Rank	1	2	3
Committee Member 2	Qualitative Points	82	85	72
	Quantitative Points	15	10	0
	Total	97	95	72
	Rank	1	2	3
Committee Member 2	Qualitative Points	90	74	66
	Quantitative Points	15	10	0
	Total	105	84	66
	Rank	1	2	3
Low Aggregate Score		3	6	9
Final Ranking*		1	2	3

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

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APPENDIX A

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Minimum Requirements & Specifications

2022-005-ND
FIRE AND POLICE FALSE ALARM
BILLING SYSTEM

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd 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. Bidder (defined as the Proposing Firm) and/or its principal must have successfully installed a minimum of three (3) internet based false alarm billing systems for municipalities in size of no less than 50,000 residents within the last three (3) years.

Required Submittals: Submit proof, including name of municipality, municipality representative, representative contact information (phone and email), start and completion dates of service, and number of residents in municipality. Identify whether the experience is for the firm or for a principal (include name of principal).

A2. Statement of Work Required.

The City is seeking to enter into a revenue sharing contract with a contractor that will be responsible for administrating the City's real-time, web based, false alarm billing system which includes database development and management, registration of alarm systems, alarm tracking, billing, collection and accounting services for registration fees and false alarm fees, correspondence with citizens and businesses regarding false alarms for the Fire and Police Departments. The contractor shall provide the City with the ability to manage the back-office functions of the billing system which could include system configuration, false alarm case review, account management, financial statistics quality assurance/insurance and ad-hoc reporting. The application shall allow the residents, business owners, and alarm management entities the capability to register and manage both burglar and fire alarm account information via the internet. The contractor shall provide the customer with all aspects of customer service. Finally, the contractor will provide all hardware, software, materials, supplies, space, and staff resources as required, at no cost to the City.

A3. Specifications.

- Proposed solution must be hosted by third-party, and web enabled.
- Technical support shall be available via the telephone (toll free) during normal business hours. Monday through Friday, 8:00 a.m. to 5:00 p.m. (Eastern Standard Time), and after-hours emergency support.
- Provide customer support to residents and business owners during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. (Eastern Standard Time)
- Provide a dedicated account manager that will be responsible for providing support and implementation assistance.
- Provide initial training for the Fire and Police Department personnel on the proper use of the functions and applications, both at the individual and administrator level.
- Provide collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolution or orders, as may be amended from time to time by the City.
- Performance of all the billing in accordance with the City's alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the City.
- Provide customers with the ability to make payments online.

- Identify and provide notice to alarm users that are delinquent by 30 days.
- Report to the City those alarm users that are delinquent by 30 days.
- Contractor will maintain a list of all City owned properties which will be excluded from collection of payment for any false alarm incidents.
- Respond to citizen complaints about lack of services to an alarm address.
- Respond to miscellaneous citizen complaints concerning the false alarm billing collection and related services.
- The contractor shall be the point of contact for all alarm users.
- The contractor shall send out notices when the City advises contractor that there is a new user of the alarm system.
- All templates for correspondence must be preapproved by the City prior to the use by the contractor.
- The contractor shall supply hardware, software, and all services necessary to establish and provide the false alarm billing and collection service; to include postage.
- Contractor shall pay for the development and integration of two independent data interfaces: one for Police and one for Fire. Police will use the Computer Aided Dispatch (CAD) data while Fire will utilize Records Management System (RMS) data.
- Contractor shall make payments directly to the CAD and RMS vendor(s).
- Contractor shall work directly with the CAD and RMS vendor(s) as part of the build-out, testing, and implementation process of the data interfaces.

1. Minimum Requirements of the System.

- Single contractor for both Police and Fire Departments with separate user management and configuration.
- Daily resident assistance.
- Web based platform/browser based and no "FAT" client installation.
- Independent and configurable triggers to be defined by Police CAD data and Fire Department RMS data.
- Back-end user management tool that is permission based.
- Multi browser-based builds (Chrome, Safari, Mozilla, Firefox, Opera, IE, etc.).
- Administration configuration utility.
- Ad-hoc reporting tool.
- Records retention shall meet the State of Florida Schedule, per Chapter 119 and 257, Florida Statutes.
- Contractor to provide public service announcements and initial mailers for registration kick-off at no cost.
- Maintenance of databases:
 - (a) Alarm permits.
 - (b) Permit Holders.
 - (c) Permit Holders with outstanding charges.
 - (d) Non-permitted location with outstanding charges.

2. System Functionality Requirements.

- Public education via web and mailers.
- Provide a toll-free citizen customer support telephone line. Such services shall not be

- outsourced and shall be conducted by the selected vendor. Customer service personnel must have experience in handling the administration aspects (including tracking and billing) of the program and the service must be able to support any citizens' inquiries about the City's alarm ordinance, registrations, fines, etc.
- Provide continuing education programs for alarm users and alarm companies. The promotional campaign may include radio and television public service announcements, billboards, print advertisements.
 - Public Access Portal.
 - Self-registration of alarm via the web by customer or administrator.
 - Mail Registration Acceptance.
 - Call Center acceptance of registration to be handled by vendor.
 - Ad-hoc reporting.
 - Configurable accounting statistical and reporting tools.
 - Ability to audit user's access and actions within application (i.e. record changes or billing changes).
 - Ability to exclude specific response locations and mass import the exclusion locations (i.e. City buildings, hospitals, non-response locations).
 - Ability to export to Excel, CSV, and or text files.
 - Shall return the City's data in an agreed-upon format at the end of the contract term, if the contract is not renewed, or upon any earlier termination, at no cost to the City.
 - Access to query system for notification/billing date/time stamp.
 - Provide a monthly report of all fees collected for permits and false alarms.
 - Violator must have the ability to dispute the Notice of Violation (NOV) within 30 days of notification (should delay billing functionality once dispute is received).
 - Contractor customer service to flag disputes and provides notification to the City.
 - Contractor to provide a system or business process for handling disputes (correction of record info, request for hearing at Special Master) within a certain number of days from NOV.
 - City to have the ability to add notes/follow-up information on individual alarm profiles and incidents.
 - Contractor to provide an automated upload process of violations with no end-user intervention.
 - Ability to run reports based on geographical location (homeowners association, Fire Department Zone) by set map layers or polygon.

4. Fee Structure.

The contractor will collect all revenues generated in accordance to the City's False Alarm Ordinance.

5. Percentage of Gross (PG)

During the initial term and any approved renewal term, the successful contractor shall pay the City a percentage of its gross revenue collected from the enactment of false alarm program. Percentage of gross revenue shall be paid on a monthly base, showing the fee calculation and supporting payments reconciliation. In the event that the City chooses to extend the term of the agreement for any renewal term(s), the renewal term(s) range of collections may be increased in a manner to be negotiated between the City and successful contractor.

A4. Special Conditions

1. **TERM OF CONTRACT.** The term of the agreement resulting from this RFP shall be for an initial term of two (2) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for three (3) additional one-year periods at the City's sole discretion. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the concessionaire.

In the event that the contract is held over beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein and shall not exceed six (6) months.

3. **WARRANTY/GUARANTEE REQUIREMENTS.** The contractor warrants the materials supplied and the work performed under this contract conform to warranty materials provided and work performed for one (1) year from date of completion.

In addition to all other warranties that may be supplied by the contractor, the contractor shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the contractor is under contract with the City at the time of any defect. Any payment by the City on behalf of the goods or services received from the contractor does not constitute a waiver of these warranty provisions.

The contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within five (5) calendar days after the City notifies the contractor of such deficiency in writing. If the contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the contractor, in writing, that the contractor may be debarred as a City bidder/proposer, subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City, and/or procure the products or services from another contractor and charge the contractor for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

4. **FAILURE TO PERFORM.** Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.
5. **ADDITIONAL SERVICES.** Services not specifically identified in this request may be added to any resultant contract upon successful negotiations and mutual consent of the contracting parties.

APPENDIX B

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Revenue Proposal Form

2022-005-ND
FIRE AND POLICE FALSE ALARM
BILLING SYSTEM

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

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B REVENUE PROPOSAL FORM

Failure to submit Appendix B, Revenue Proposal Form, in its entirety 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 revenue 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 Revenue Proposal Form **(Appendix B)** shall be completed mechanically or, if manually, in ink. **Revenue Proposal Forms (Appendix B) completed in pencil shall be deemed non-responsive.** All corrections on the Revenue Proposal Form **(Appendix B)** shall be initialed.

The successful proposer will collect all revenues generated in accordance with the City's False Alarm Ordinance. Proposer shall propose a minimum monthly percentage of Gross Revenue, to be paid monthly, showing the fee calculation and supporting payments reconciliation.

Estimated Monthly Collection ¹ (A)	Percentage of Gross Revenue (B)	Amount of Monthly Gross Revenue (C) (A X B = C)
\$25,000	_____/Month	\$ _____/Month

¹ The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

APPENDIX C

MIAMI BEACH

Insurance Requirements

2022-005-ND
FIRE AND POLICE FALSE ALARM
BILLING SYSTEM

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd 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. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

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

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

APPENDIX D

MIAMI BEACH

False Alarm Ordinance

2022-005-ND
FIRE AND POLICE FALSE ALARM BILLING
SYSTEM

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139