MIAMIBEACH

Request for Proposals (RFP)
2022-043-WG
VALET PARKING CONCESSION

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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 the proposal submitted.

2. BACKGROUND. On November 26, 2018, the City entered into an Agreement with First Class Parking, LLC to provide valet parking services at the Fillmore Miami Beach at the Jackie Gleason Theater, Miami Beach Convention Center, and other City properties pursuant to RFP 2018-166-WG. The Agreement had an initial term of one (1) year and four (4) one-year renewal options. The current agreement has been extended on a month-to-month basis until a replacement agreement has been executed.

PURPOSE. The intent of this RFP is to seek proposals for a valet parking concession agreement at the Fillmore Miami Beach at the Jackie Gleason Theater, Miami Beach Convention Center in connection with scheduled entertainment events, Lincoln Road at designated locations established upon mutual agreement of the City and Concessionaire and such other City properties, as may be authorized in writing by the City Manager. The City reserves the right to add or remove sites as needed.

The Fillmore Miami Beach at the Jackie Gleason Theater is presently closed for renovations. The City anticipates completion of the renovations by May 31, 2023.

The City will identify vehicle storage location(s) for each venue served by the concessionaire, which may include but need not be limited to: the Miami Beach Convention Center, Pennsylvania Avenue Garage, 17th Street Garage, and the City Hall Garage. Other venues will be supported by municipal parking facilities in the general vicinity.

All equipment, including valet parking stand(s), kiosk(s), and booth(s,) shall be supplied by and at the expense of the Proposer. The City will identify a location for a valet parking stand, kiosk, or booth for each facility, as well as vehicle storage space.

Depending on the location identified as requiring valet services, the City may provide up to 4 on-street spaces for ramping purposes. Ramping shall only be permitted in the ramping spaces provided. Double parking or obstruction of a traffic lane is strictly prohibited. Vehicle(s) must be taken into possession within five (5) minutes of the arrival of each patron, and the vehicle must be returned to the patron within fifteen (15) minutes of each patron's request for the vehicle.

2019-2022 Miami Beach Convention Center Events Calendars are provided for informational purposes (refer to Exhibit "A" MBCC Calendar of Events Sample.)

There is no budget allocated by the Parking Department as this RFP is intended to generate revenue for the City.

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

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RFP Issued	June 22, 2022
Recommended Site Visit	Date: July 6, 2022, at 9:00 am ET Location: 1755 Meridian Avenue, 3rd Floor Miami Beach, FL 33139 ***Note**. Interested parties are asked to meet at the location above, and we will walk to the parking areas defined in the solicitation.*
Pre-Proposal Meeting	July 6, 2022, at 10:00 am ET **Join on your computer or mobile app** Click here to join the meeting **Or call in (audio only)** +1 786-636-1480 United States, Miami Phone Conference ID: 916 525 649#
Deadline for Receipt of Questions	August 1, 2022, at 5:00 pm ET
Responses Due	August 8, 2022, at 3:00 pm ET **Join on your computer or mobile app** Click here to join the meeting **Or call in (audio only)** +1 786-636-1480 United States, Miami Phone Conference ID: 316 934 347#
Evaluation Committee Review	TBD
Tentative Commission Approval	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:	Telephone:	Email:
William Garviso, CPPB, CPP	305 673-7490	WilliamGarviso@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). A pre-proposal meeting which may include site visit(s), may be scheduled. Attendance for the pre-proposal meeting shall be via web conference and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

Join on your computer or mobile app
Click here to join the meeting
Or call in (audio only)
+1 786-636-1480 United States, Miami
Phone Conference ID: 916 525 649#

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

to participate.

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 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.

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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.

13. PERISCOPE S2G (FORMERLY BIDSYNC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/.

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

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

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

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

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

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

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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 (version 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/

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

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

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

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

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

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

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. Revenue Proposal (Tab 5).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (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 the 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
1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.	

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TAB 2	Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and the proven track record of the firm and/or its principals in providing valet parking services for convention centers, theaters of performing arts, playhouses, cultural centers, amphitheaters, and/or events event venues such as stadiums or arenas. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants (if applicable) 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:

- Operational Plan. At a minimum, the operational plan should state the qualifications of all personnel, including supervisors, for each of the specified valet parking concessions, together with a statement of screening procedures for all employees, including those with driving responsibilities.
- Staffing/Personnel. Each Proposer should include in its proposal a staffing pattern or plan which details the number and qualifications of the personnel who will be employed in the concession operation;
  An experienced manager (or managers) shall be employed by the Proposer to oversee the concession operation and have the authority over day-to-day operations.
- Reporting and Records. At a minimum, all transactions, including voided transactions, daily control logs for Proposer's cashier indicating starting, ending, and voided transactions, and related gross receipts;
- Florida Driver's License verification reporting.
- Commencement of Operations. The City anticipates services to commence on October 1, 2022. Proposer must be prepared to commence operations upon official written notice from the City Manager or his/her designee.
- Automated Valet Parking Point of Sale (POS) System. The Proposer shall use a state-of-the-art automated valet parking point of sale (POS) system for processing and reporting of all transactions;
- Refunds, including a statement describing the circumstances and procedure whereby refunds will be provided to patrons.
- Security. Specify any security measures the proposer will establish to protect its area its equipment, materials, facilities, and designated valet storage locations.
- Maintenance of Premises. The Proposer shall maintain a neat and orderly operation at all times and shall be solely responsible for the necessary services to maintain the premises used for valet parking services properly.
- Valet Equipment, including valet parking stand(s); kiosk(s), and/or booth(s); and
- Valet Parking Services Signs.

TAB 4	Public Benefit

Submit detailed information on how the Proposer will provide, on an annual basis and during the term of the contract, public benefit(s) to the City of Miami Beach. The public benefit(s) component may include (but is not restricted to) financial support of the City's educational initiative(s), and/or any other benefits or services that benefit the City or its residents.

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TAB 5	Revenue Proposal
Submit a completed Revenue Proposal Form (Appendix B).	

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SECTION 0400 PROPOSAL EVALUATION

1. EVALUATION COMMITTEE INITIAL REVIEW OF PROPOSALS. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate and rank each responsive Proposal received in accordance with the criteria set forth in Sub-section 4 below. The Evaluation Committee may complete the initial review of proposals with or without presentations. The Evaluation Committee's scores and rankings are only advisory to the City Manager, who will utilize the results to take one of the following actions:

a. Recommend that the City Commission authorize negotiations or award a contract to one or more firms in accordance with Section 0100, Sub-section 10; or

b. Recommend that the City Commission short-list one or more firms for further consideration by the Evaluation Committee; or

c. Recommend to the City Commission that all firms, if more than one (1) responsive submittal is received, be rejected.

2. PRESENTATIONS BY SHORT-LISTED FIRMS. If a short-listing of firms responding to this RFP is approved, the short-listed firms may be required to make presentations to and be interviewed by the Evaluation Committee. In further considering the short-listed firms, the Evaluation Committee will utilize the criteria set forth in Sub-section 4 below.

3. TECHNICAL ADVISORS. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee or the City Manager in the evaluation of proposals.

4. QUALITATIVE AND QUANTITATIVE CRITERIA. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Procurement Department.

Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications	30
Approach and Methodology	30
Public Benefit	10
TOTAL AVAILABLE POINTS for Qualitative Criteria	**70**
Quantitative Criteria	**Maximum Points**
Revenue Proposal	30
Veteran's Preference Points	5
TOTAL AVAILABLE POINTS for Qualitative and Veteran's Preference Criteria	**105**

5. QUANTITATIVE CRITERIA. Procurement Department staff will assign points for the quantitative criteria. Revenue Proposal and Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code.

Revenue Proposal Evaluation. The 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 X 20 = 20**	20
Vendor B	$150	20	**$150 / $200 X 20 = 15**	15
Vendor C	$100	20	**$100 / $200 X 20 = 10**	10

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6. EVALUATION COMMITTEE RANKING FOR QUALITATIVE AND QUANTITATIVE FACTORS. The sum of qualitative and quantitative scores 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	5	5	0
	Total	87	79	80
	Rank	1	3	2
Committee Member 2	Qualitative Points	82	85	72
	Quantitative Points	5	5	0
	Total	87	90	72
	Rank	1	2	3
Committee Member 2	Qualitative Points	90	74	66
	Quantitative Points	5	5	0
	Total	95	79	66
	Rank	1	2	3
Low Aggregate Score		**3**	**7**	**8**
Final Ranking*		**1**	**2**	**3**

7. DETERMINATION OF AWARD. The City Manager shall consider qualitative and quantitative factors, in accordance with Section 4 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 may also consider feedback or information provided by staff, consultants or any other third-party in developing an award recommendation. 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.

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APPENDIX A

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Statement of Work Required

2022-043-WG
VALET PARKING CONCESSION

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

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A1. Statement of Work Required. The intent of this RFP is to seek proposals for a valet parking concession agreement at the Fillmore Miami Beach at the Jackie Gleason Theater, Miami Beach Convention Center in connection with scheduled entertainment events, Lincoln Road at designated locations established upon mutual agreement of the City and Concessionaire and such other City properties, as may be authorized in writing by the City Manager. However, the City reserves the right to add or remove sites as needed.

The City shall identify vehicle storage locations for each venue served by the Concessionaire. The municipal parking facilities include but are not limited to: Miami Beach Convention Center; Pennsylvania Avenue Garage; 17th ST Garage and City Hall Garage. Other venues shall be supported by municipal parking facilities in the general vicinity. The City may provide vehicle storage spaces at the Convention Center Garage, located at 1901 Convention Center Drive depending on the size of the event.

The City will provide, at no charge, the location for a valet parking stand, kiosk, or booth for each facility, as well as vehicle storage space. All equipment, including valet parking stand(s); kiosk(s), and/or booth(s) shall be supplied by, and at the expense of the Proposer.

The City may provide up to 4 on-street spaces for ramping for each Venue served by the Concessionaire. Ramping shall only be permitted in the ramping spaces provided. Double parking or obstruction of a traffic lane is strictly prohibited. Vehicle(s) must be taken into possession within five (5) minutes of the arrival of each patron and the vehicle must be returned to the patron within fifteen (15) minutes of each patron's request for the vehicle.

The services outlined herein shall be offered to patrons of the the Fillmore Miami Beach at the Jackie Gleason Theater, in connection with scheduled entertainment events, Lincoln Road at designated locations, and at the Miami Beach Convention Center, on an as-needed basis, as requested by the City Manager or their designee. The City Manager or their designee may also request services to be provided at additional locations on City property, under the same term and conditions contained herein.

With prior approval of the City Commission, the City reserves the right to revise the rates charged for valet parking services under this Agreement.

2. Price Schedule.

1. Sponsored Events at Miami Beach Convention Center (MBCC)

	Customer Fee	Concessionaire Portion	City Portion
A. Sponsored Events	$25.00	$20.00	$5.00
B. Standard Event Fee	$30.00	$24.00	$6.00

2. The Fillmore Miami Beach at the Jackie Gleason Theater

	Customer Fee	Concessionaire Portion	City Portion
A. Standard Event Fee	$30.00	$24.00	$6.00
B. Prepaid Tickets	$30.00	$27.50*	$2.50

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*$2.50 of this Fee may be payable to Live Nation from the Concessionaires portion

3. Lincoln Road

	Customer Fee	Concessionaire Portion	City Portion
A. Standard Event Fee	$20.00	$20.00	$ -

4. All Other City Properties

	Customer Fee	Concessionaire Portion	City Portion
A. Standard Event Fee	$20.00	$20.00	$ -

- **Standard Event:** Any event at any venue where customers will pay for service.
- **Sponsored Event:** Any event at the MBCC that is catered and the event organizer pays for parking – provides parking to guests.
- **Pre-paid Event:** Any event where tickets are pre-purchased via Live Nation at the Fillmore Miami Beach at the Jackie Gleason Theater.

3. Additional Valet Parking Services. The City, as a result of construction activity, may have the need for additional valet parking services to address parking shortages. The Concessionaire may be asked to provide these additional services, on an as-needed basis, subject to pre-negotiated rates.

4. Minimum Guarantee Revenue. In consideration of the City executing an agreement and granting the rights provided in the agreement, the successful contractor shall guarantee and pay to the City the proposed monthly minimum fee to be paid on a monthly basis, not to be less than $215,000 per year. **Proposals that include a minimum guarantee of less than $215,000 per year shall be rejected and shall not be considered.** However, proposers are encouraged to offer a Minimum Guarantee in excess of this amount. The proposed annual minimum guaranteed amount shall be utilized to allocate up to 30 points in the Evaluation Process (See Section 0400 Proposal Evaluation).

In consideration of the current closure for renovations of The Fillmore at the Jackie Gleason Theater, the minimum guarantee will be reduced to $172,000 for the period during which The Fillmore at the Jackie Gleason Theater is closed. Upon the reopening of The Fillmore at the Jackie Gleason Theater, the minimum guarantee will increase back to $215,000 per year. Notwithstanding the foregoing, bidders shall propose a minimum guarantee of $215,000 per year in its proposal response to this RFP. **Proposals that include a minimum guarantee of $215,000 per year shall be rejected and shall not be considered**.

5. Percentage of Gross Revenue. In addition to the minimum guarantee, (see Paragraph 4, above) and the excess transaction fee (see Paragraph 2, Price Schedule, City Portion, above), the City reserves the right to negotiate a percentage of gross revenue during contract negotiations. If the annual percentage of gross amount is greater than the annual total minimum guarantee, the successful proposer shall pay to the City the difference between the annual minimum guaranteed amount and the annual percentage of gross amount within 30 days of the anniversary date of the Agreement. If the annual percentage of gross amount owed tothe City is less than the sum of all minimum monthly guaranteed payments, no further payments willbe required of the Contractor. Likewise, the City shall not reimburse the Contractor any portion of the minimum monthly guarantee. Excess transaction fees are excluded from the cumulative total annual percentage of gross receipt

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amounts.

6. Performance Bond or Alternate Security. The successful contractor shall furnish the City with a security deposit, as agreed to by the City. Said security shall serve to secure the successful contractor's performance and payment in accordance with the provisions of the agreement. In the event the successful proposer fails to perform in accordance with said provisions, the City may retain said security, as well as pursue any and all other legal remedies provided in the agreement, or as may be provided by applicable law.

7. Valet Equipment. All equipment, including valet parking stand(s); kiosk(s), and/or booth(s) shall be supplied by, and at the expense of the Proposer. Equipment supplied under the Agreement shall be new, and in excellent condition prior to installation and during operation. The height and the color of the equipment supplied shall be the same at each location. All equipment supplied under the Agreement must be approved by the City Manager or his/her designee. Storage of said equipment is the sole responsibility of the Proposer.

8. Refunds. The Proposer must include in its proposal a statement describing the circumstances and procedure whereby refunds will be provided to patrons.

9. Quality of Service. The Proposer must greet patrons and take possession of their vehicles within five (5) minutes of arrival of each patron, and the Proposer must return their vehicles tothe patrons within fifteen (15) minutes of each patron's request for the vehicle. The City reserves the right to have any unsuitable employee(s) of the Proposer removed.

10. Operational Plan. The Proposer must provide a Statement of Proposed Operational Plans. At a minimum, such plan should state the intended valet parking concessions which are contemplated, number and qualifications of all personnel, including supervisors, together with a statement of screening procedures for all employees, including those with driving responsibilities.

Any equipment which the Proposer intends to supply for the operation of the concession shouldbe listed and described in detail. Any parking concession stand(s), kiosk(s), and/or booth(s) must be completely portable and must be compatible in design, color, and workmanship with the facility for its intended use. If the Proposer plans to make any capital improvements to City property or facilities over the term of the proposed Agreement, such improvements should be described and an estimated dollar amount to be expended stated in the Plan.

Supplemental statements should include preliminary drawings depicting the improvements to be completed (including signage), as well as additional information regarding the projected market viability of the Operational Plan and any special qualifications and experience that theProposer offers with regard to the proposed services. The Proposer must have a written statement of procedures whereby members of the public may receive refunds or adjustments inthe event of customer dissatisfaction. Additionally, the City will require the successful Proposer to maintain their operating areas and general vicinity free of all debris, litter, and trash.

11. Commencement of Operations. Proposer must be prepared to commence operations upon official written notice from the City Manager or his/her designee.

12. Amounts Payable to the City. The Proposer shall propose a fixed monthly payment to the City for the duration of the Agreement for the stated locations. **The minimum acceptable annual amount shall be no less than $215,000.00.** Said payment shall be due to the City on the tenth (10th) of the month for the preceding month. Financial statements of the previous month's gross

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receipts, including the submittal of a monthly report of activities (sample report to be included as an attachment in the RFP), shall be submitted to the City by the 15th of each month for the preceding month. This report, at a minimum, must contain a chronological listing of events and their locations, including the following information; date, time, name of the event, exact location(s) (the Fillmore Miami Beach at the Jackie Gleason Theater; Miami Beach Convention Center; Lincoln Road), number of transactions (vehicles), gross receipts per event/location, and gross receipts totals. This report shall accompany the monthly statement of gross revenues and will be subject to audit.

It is also required that the Proposer, at its own expense, pay any and all taxes or assessments which may be levied including sales and use tax on payments to the City. The City shall reconcile monthly reports and conduct an audit of operations annually or when it deemsnecessary.

The City reserves the right re-negotiate the Minimum Guarantee and/or the Percentage of Gross, should additional sites be added or removed.

13. Late Fees. There will be a penalty of $100.00 per month or two percent (2%) of the monthly gross receipts, whichever is greater for late or delinquent payments (i.e., any payment received after the tenth (10th) of the month). In addition, simple interest accruing to the City at the highest rate allowable by law per annum, or eighteen percent (18%), whichever is greater, shall be levied from the date when the payment is due until the date paid.

14. Gross Receipts. The term "Gross Receipts", as used herein, shall mean all monies paid or payable to the Proposer for sales made or services rendered which are related to this concession, provided, however, that any sales tax imposed by City, County, State, or Federal law and paid by the purchaser of any item sold by Proposer or any other authorized service or activity of the Proposer directly payable to a taxing authority shall be excluded from the computation of "Gross Receipts.

15. Automated Valet Parking Point of Sale (POS) System. The Proposer shall use a state-of-the-art automated valet parking point of sale (POS) system for processing and reporting of all transactions, Said system shall be approved by the City Manager or his/her designee.

16. Shortages. All cash shortages, regardless of the reason, are to be absorbed by the Proposer and are not to be reported as deductions from Gross Receipts. Bad debts, returned checks,and charges for returned checks, which are part of Gross Receipts, are also not to be reported as deductions from Gross Receipts.

17. Reporting and Records. The Proposer must use an automated point of sale (POS) software system to be approved by the City Manager or his/her designee, to be used for any and all transactions. The Proposer must prepare true and complete records and accounts of its gross receipts of the valet parking service in accordance with generally accepted accounting principles during the term of the Agreement. Such records should include, at a minimum, all transactions, including voided transactions, daily control logs for Proposer's cashier indicating starting, ending, and voided transactions, and related gross receipts. The form of all records, reports, and operating controls will be subject to the written approval of the City's Internal Auditor. Recommendations by the Internal Auditor for changes, additions, or deletions in accounting practices, reporting, or controls will be complied with by the Proposer when requested. The City Auditor shall have the right to audit and examine, during normal business hours, all books of accounts, reports, and records relating to the valet parking service,upon three (3) days' notice. All records relating to the Agreement must be stored and made available to the City within 48 hours of the request. The City shall have the right to examine such records at any time within one (1) year following the expiration or termination of the Agreement; all records must be maintained for that period.

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18. Annual Reports. The Concessionaire will submit an annual Compilation Statement of Gross Receipts to the City. Upon City's request, the Concessionaire will be required to submit an annual CPA Certified Statement of Gross Receipts. Such Certified Statement shall include an opinion by a Certified Public Accountant as to the accuracy of the Proposer's Gross Receipts as defined by the Agreement. The period covered by the Certified Statement shall coincide with the Proposer's fiscal year and must be submitted to the City within sixty (60) calendar days after the end of each twelve-month fiscal year.
A penalty of $500 for failure to submit the report(s) within the sixty (60) calendar days will be applied and an additional $100 per month thereafter for each report not submitted.

19. Facilities/Premises. Authorized Locations include the Fillmore Miami Beach at the Jackie Gleason Theater; Miami Beach Convention Center; and Lincoln Road at designated locations.. The City Manager or his/her designee may, at his discretion, approve other City sites which require valet parking services.
Note. Any separate valet services contract between the Concessionaire and any business that is covered by the locations of this RFP, will require City approval.

20. Special Events. During the term the Concessionaire shall provide free valet parking service for at least four (4) events per contract year, at such venues as shall be determined by the City manager, at his/her sole judgement and discretion.

21. Appearance on Premises. The Proposer shall maintain a neat and orderly operation at all times and shall be solely responsible for the necessary services to properly maintain the premises being used for valet parking services.

22. Signs. All signage, and postings shall be approved by the City Manager or his/her designee and must comply with the requirements of the City's Planning Department. The City encourages the proposer to use 100% post-consumer recycled content, Processed Chlorine Free paper, Green Seal Certified paper, and Forest Stewardship Council (FSC) certified paper for advertising materials and/or signage.

23. Security. The Proposer must provide any security measures which may be required to protect its area and its equipment, materials, facilities, and designated valet storage locations. Said security measures may not violate other restrictions of the Agreement.

24. Staffing/Personnel. Each Proposer should include in its proposal a staffing pattern or plan which details the number and qualifications of the personnel who will be employed in the concession operation. At a minimum, the Proposer shall employ people to serve the public who are neat, clean, well-groomed, and courteous. Employees must be customer-service oriented and shall wear uniforms with name tags at all times. Uniforms shall be pre-approved by the City Manager or his/her designee. All drivers must have a valid Florida Driver's License and the Proposer shall submit a list of all employees, additions, and deletions on a monthly basis. The report is to be submitted by the fifth (5) of the month with a photocopy of their valid Florida Driver's License and the valid driver's license number, which shall be submitted for every employee on the roster.

An experienced manager (or managers) shall be employed by the Proposer to oversee the concession operation, and have the authority over day-to-day operations. The conduct of the Proposer's employees shall be subject to reasonable regulation by the City Manager or his/her designee.

25. Compliance with City, County, State, and Federal Laws, Licensing, and Permit Requirements. The Proposer shall comply with all rules and regulations, laws, ordinances, and

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permitting requirements of the City of Miami Beach, Miami-Dade County, the State of Florida, and the U.S. Government now in force or hereafter adopted, at Proposer's own expense. In particular, the Proposer must obtain a City of Miami Beach Business Tax Receipt annually for the concession. City Business Tax Receipts currently are issued for a one (1) year period, expiring each September 30th.

26. Performance, Indemnity, and Insurance Requirements. The Proposer shall post a Performance Security in the form of an Irrevocable Letter of Credit or, in the alternative, a cash deposit in the amount of the annual payment to the City by the Proposer, upon the execution of an Agreement. Said Performance Security shall be issued by a surety company authorized to do business in the State of Florida and shall be refundable at the expiration of the Agreement if all terms and conditions of the Agreement have been satisfied by the Proposer. The Performance Security must be good and in effect for the duration of the Agreement. A Performance Security that is on an annual basis is not acceptable.

The Proposer shall indemnify, defend, and hold harmless the City against any and all claims, suits, actions, damages, or causes of action arising during the term of the Agreement for any personal injury, loss of life, or damage to property sustained in or on the sites Proposer is operating on, by reason of or as a result of Proposer's use, activities, and operations thereon; from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim and the investigation thereof.

As partial fulfillment of this requirement, the Proposer shall supply evidence of insurance coverage as described on the Insurance Check List. The required insurance coverage must be supplied prior to the initiation of operations. The Proposer will not be granted access to the property without approved insurance coverage.

27. Quality Assurance. The Proposer's performance shall be monitored by the City Manager or his/her designee. Impromptu operational and financial audits may be conducted on-site at the discretion of the City Manager or his/her designee.

Letters of complaint regarding the Proposer's performance will be subject to investigation by the City. The Proposer will be issued a written notice of the complaint within five (5) days of receipt by the City, and the Proposer will have five (5) days in which to respond. Three (3) letters of complaints that have been investigated by the City and confirmed as to their allegations, received within twelve (12) consecutive months, shall constitute sufficient cause for the City Manager or his/her designee to terminate the Agreement.

28. Performance Standards.

1. A representative of the Proposer shall attend all pre-convention and/or preparatory meetings for events. It is the responsibility of the Proposer to confirm their attendance with the City Manager or his/her designee.

   Penalty: $100.00 per absence/per meeting

2. All employees must be in full uniform. Failure to do so may result in a request to replace the said employee with one in full uniform. The Proposer's failure to produce a replacement shall be deemed non-performance, and a penalty may be assessed.

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

3. All personnel having driving responsibilities must have a valid Florida Driver's License.

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Additionally, Concessionaire shall submit a list of all personnel, additions, and deletions on a monthly basis. The report is to be submitted by the fifth (5) of the month, with a photocopy of their valid Florida Driver's License and the valid driver's license number, shall be submitted for all personnel on the roster who have driving responsibilities.

Penalty: Failure to submit by the fifth of the month $250.00 per month
Failure to update list (additions/deletions) $250 per employee or independent contractor.

4. Failure to provide service for events on scheduled dates shall be deemed as non-performance 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 valet park and any inconvenience derived thereof; and (2) a disincentive to the Proposer to not provide service for all events.

Penalty: $1,000.00 per event/per day

5. Proposer must maintain a service level for vehicle returns of less than 15 minutes.

Penalty: Concessionaire must maintain a threshold of 80% of vehicle returns within the applicable Return Performance Standard per event. Failure to do so results in a $60 (double valet user fee) penalty for each vehicle returned beyond the applicable Return Performance Standard.

6. Valet parking fee shall be prominently posted on signs at the entrance to the valet parking area and the cashier booth.

Penalty: $500.00 per event/per day

7. Solicitation of gratuities is strictly forbidden.

Penalty: $500.00 per incident

8. Any and all alleged, perceived, or real incident reports/claims must be reported in writing to the City's Parking Department within 48 hours of the incidents/claim.

Penalty: $250.00 per incident

9. Customer complaints must be responded to, in writing, within 48 hours of receipt with copies to the City's Parking Department representative.

Penalty: $250.00 per incident

10. All employees must conduct themselves in a respectful and courteous manner when addressing the public/customers. Conduct unbecoming shall include rude, belligerent, hostile, quarrelsome, antagonistic, aggressive, sarcastic, contemptuous, and mocking behavior. All employees shall further refrain from smoking, eating, and/or drinking while on duty. Complaints pertaining to customer service, including but limited to the behavior outlined above shall be immediately addressed by the Proposer. The City reserves the right in its sole discretion, to determine if the employee is unfit or incompetent to perform the duties and may require the Proposer to immediately remove the employee and replace them with another within one (1) hour of said request. Failure of the Proposer to do so may trigger an assessment of a penalty.

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

11. Proposer must have a software application that allows the Proposer to track the vehicle in real-time by providing a record of events associated with each parked vehicle, such as drop-off time, storage location, request time, and delivery time. Failure of the Proposer to do so may trigger an assessment of a penalty.

Penalty: $100.00 per event/per day

12. Customer Service All personnel must adhere to the City's Customer Service Excellence Standards

Penalty: Any assessment resulting in a score between 1.0 and 3.99 on a scale of 5.0 results in a $100.00 per employee or independent contractor, per event/per day

13. Concessionaire shall be present at the Lincoln Road location during posted hours of operations.

Penalty:$100 per day

A2. Special Conditions
Special Conditions

1. **TERM OF CONTRACT.** The initial term of the Agreement shall be for one (1) year.

2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for four additional (4) one-year period(s) at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.

3. **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.

4. **LICENSES, PERMITS, AND FEES.** The contractor shall obtain and pay for all licenses, permits, and inspection fees required for this project; and shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and or fines imposed on the City or the contractor for failure to obtain required licenses, permits, or fines shall be borne by the contractor.

5. **EXAMINATION OF SITE RECOMMENDED.** Prior to submitting its offer, it is advisable that the contractor visit the site of the proposed locations and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials, and

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or labor required. The contractor is also advised to examine carefully the specifications and become thoroughly aware of any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of a lack of knowledge of these conditions.

6. **DEMONSTRATION OF EQUIPMENT REQUIRED DURING EVALUATION (if Applicable).** The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability and adaptability in conjunction with the performance requirements stipulated in this solicitation. The City will notify the vendor of such in writing and will specify the date and time and location of the demonstration. The City shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

   The Equipment used for the demonstration shall be the same manufactures model identified in the vendors offer. Accordingly, the equipment used in the demonstration shall create an expressed warranty that the actual equipment to be provided during the contract period shall conform to the equipment used in the demonstration.

7. **MULTIPLE AWARD.** The City may award two or more vendors (primary, secondary, tertiary, or higher) with the intent of having continuously available source(s) for the services. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City, as approved by the City Manager, to do so regardless of the reason.

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APPENDIX B

MIAMIBEACH

Revenue Proposal Form

2022-043-WG
VALET PARKING CONCESSION

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

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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 in its entirety. All corrections on the Revenue Proposal Form **(Appendix B)** shall be initialed.

Valet Parking Concession Services
MINIMUM GUARANTEED REVENUE TO THE CITY (MG)
See Appendix A, Paragraph 3

Description	**C** **(A x B = C)**
Minimum Guarantee[1] Minimum $215,000	$_____/Year[1]

1 See Appendix A, Section 4. Proposals that include a minimum guarantee of less than $215,000.00 will be rejected and shall not be considered. However, proposers are encouraged to offer a Minimum Guarantee in excess of this amount. The proposed annual minimum guaranteed amount shall be utilized to allocate up to 30 points in the Evaluation Process (See Section 0400 Proposal Evaluation).

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APPENDIX C

MIAMIBEACH

Insurance Requirements

2022-043-WG
VALET PARKING CONCESSION

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

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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 or Garage Liability Insurance in the minimum amount of one million dollars ($1,000,000.00) per occurrence and per location covering bodily injury and property damage resulting from valet parking operations (including concessionaire's activities connected with the handling of vehicles on public property).

C. Garage Keepers Legal Liability insurance to provide Collision and Comprehensive coverage for vehicles under control of the valet parking operation, with minimum limits of $300,000 per location, with a maximum Self-insured Retention (SIR) or deductible of $1,000.

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,

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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.

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