

**REQUEST FOR PROPOSALS
FOR
PAY BY PHONE PARKING SYSTEM**

RFP No. 07-07- PAY BY PHONE



Contracting Officer: Arthur Noriega, V.
Executive Director
Telephone: (305) 373-6789

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN
November 9, 2007 by 10:00 A.M. (EDT)

At

**Miami Parking Authority
Procurement Department
190 N.E. 3rd Street
Miami, FL 33132**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO MIAMI PARKING AUTHORITY ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI PARKING AUTHORITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI PARKING AUTHORITY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE, SEXUAL ORIENTATION OR DISABILITY.

Dear Service Provider:

Thank you for your interest in providing the Department of Off-Street Parking of the City of Miami ("Miami Parking Authority" or "MPA") with a response to its request for a Pay by Phone Parking System for On-Street Parking ("Services"). Attached is the RFP, which details the Scope of Services to be provided, the required qualifications and the submission requirements.

Please carefully review all the attached documents. It is important that your submittal comply with all requirements detailed in the RFP. Miami Parking Authority's representatives will carefully analyze all information and materials submitted.

All questions or requests for additional information should be addressed to Claudia Saintanne, Manager of Procurement, Miami Parking Authority, 190 Northeast Third Street, Miami, Florida 33132, (305) 373-6789. Completed submissions must be delivered to the Miami Parking Authority, 190 Northeast Third Street, Miami, Florida 33132, by November 9, 2007 no later than 10:00 a.m. (EDT).

PUBLIC NOTICE

The Department of Off-Street Parking of the City of Miami d/b/a Miami Parking Authority ("MPA") is seeking Submissions ("Proposals" or "Responses") for a Pay By Phone Parking System for On-Street Parking ("Services").

Interested firms may pick up a copy of the Request for Proposal ("RFP") to be issued on **September 14, 2007** at 190 Northeast Third Street, Miami, Florida 33132. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures.

One (1) original, five (5) copies, and one (1) copy on CD-ROM in PDF format of the completed and executed Submission must be delivered to: Miami Parking Authority, Attention: Procurement Department, 190 Northeast Third Street, Miami, Florida 33132 **no later than 10:00 a.m. (EDT), on or before November 9, 2007**. Submissions received past such deadline and/or submitted to any other location or office shall be deemed not responsive and rejected. The Executive Director and/or the Board reserves the right to accept any Submission deemed to be in the best interest of Miami Parking Authority, to waive any technicalities or irregularities in any Submission and/or reject any or all Submissions and re-advertise for new Submissions.

This RFP may be subject to the City's "**Cone of Silence**" in accordance with **Section 18-74 of the City's Ordinance No. 12271**. Any request for additional information or clarification must be received in writing **no later than 5:00 p.m., October 19, 2007**. Respondents may fax or mail their requests to the attention of Claudia Saintanne, Procurement Manager, 190 N.E. 3rd Street, Miami, Florida 33132. The facsimile number is (305) 371-9451; email is: csaintanne@miamiparking.com. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

A Pre-Proposal Submission Conference is scheduled for **October 18, 2007** at **10:00 A.M. (EDT)** at 190 Northeast Third Street, Miami, Florida 33132. Attendance at the aforementioned conference is not mandatory, but highly encouraged as a source of important information.

All firms are responsible for visiting MPA's website or contacting Claudia Saintanne (in accordance with the Cone of Silence) to obtain and/or download crucial information pertaining to the RFP.

Addenda will only be forwarded to those firms that complete and submit the *RECEIPT OF RFP FORM* found on the last page of this RFP.

This RFP is also available on our website: www.miamiparking.com.

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1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

MPA is inviting interested parties ("Proposers") to submit Proposals for a Pay By Phone Parking System for On-Street Parking ("Services").

A selection committee ("Selection Committee") has been appointed by the Executive Director to develop the Request for Proposal for a Pay By Phone Parking System for On-Street Parking ("RFP"); to select and evaluate Responses to the RFP, and to recommend to the Board the most qualified Proposer.

All Proposals shall be submitted in accordance with this RFP document. The RFP contains detailed and specific information regarding MPA's standards and expectations for the Services.

Proposals must be delivered to the Miami Parking Authority's Procurement Department located at 190 Northeast Third Street, Miami, Florida 33132 by **10:00 a.m.** (EDT) on **November 9, 2007** and will be publicly opened at that time.

The Executive Director and/or Board reserves the right to accept any Proposal deemed to be in the best interest of MPA, to waive any irregularities in any Proposal and/or to reject any or all Proposals for any reason, and to re-advertise for new Proposals.

1.1. Invitation

Thank you for your interest in this RFP process. MPA, through its Purchasing Department, invites responses ("Proposals") which offer to provide the services described in Section 2.0: "*Scope of Services.*"

1.2. Contract

The Proposer(s) qualified to provide the Service (the "Successful Proposer(s)") shall be required to execute a contract ("Contract") with the MPA.

1.3. Deadline for Receipt of Request for Additional Information / Clarification

Pursuant to the Cone of Silence, any request for additional information or clarification must be received in writing **no later than 5:00 p.m., October 19, 2007**. Proposers may fax or mail their requests to the attention of Claudia Saintanne, Procurement Manager, 190 N.E. 3rd Street, Miami, Florida 33132. The facsimile number is (305) 371-9451 or email: csaintanne@miamiparking.com. This RFP may be subject to the City's "**Cone of Silence**" in accordance with **Section 18-74 of the City's Ordinance No. 12271**. See criteria described in Section 1.5 below.

1.4. Letter of Intent to Respond

The MPA must receive a letter of intent to respond (“LIR”) by the date and time indicated in the timetable. This letter can be mailed, delivered, faxed or e-mailed to:

Claudia Saintanne
Procurement Manager
Miami Parking Authority
190 NE 3rd Street, Miami, FL 33132
Phone: (305) 373-6789 Ext. 238
Fax: (305) 371-9451
E-Mail: csaintanne@miamiparking.com

Failure to submit an LIR by the deadline specified will result in the disqualification of any proposal submitted by the Proposer.

Submission of the LIR constitutes the Proposer’s acceptance of the procedures, evaluation criteria, and other administrative instructions of this RFP.

LIR’s may be withdrawn at any time before the deadline for submission of Proposals.

1.5. Cone of Silence

Pursuant to Section 18-74 of the City of Miami Ordinance No. 12271, a “Cone of Silence” is imposed upon each RFP, RFQ, RFLI, or ITB after advertisement and terminates at the time the MPA issues a written recommendation to the MPA Board of Directors. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and for public works or city improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFQs, RFPs, RFLIs or ITBs (bids) between, among others:

- Potential vendors, service providers, bidders, lobbyists or consultants and the MPA’s professional staff;
- potential vendors, service providers, bidders, lobbyist or consultants, any member of the MPA’s professional staff, MPA Department Directors or their respective staffs and any member of the respective selection/evaluation committee

The provision does not apply to, among other communications:

- oral communications with the MPA purchasing staff regarding Minority/Women Business Enterprise (M/WBE), provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;

- the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the MPA or it's Board during a duly noticed public meeting; or
- communication in writing or by email at any time with any MPA employee, official or member of the Board of Directors unless specifically prohibited by the applicable RFP, RFP or bid documents.
- communications in connection with the collection of industry comments or the performance of market research regarding a particular RFQ, RFP, RFLI OR ITB by MPA Purchasing staff.

Proposers must file a copy of any written communications with the MPA, which shall be made available to any person upon request. The MPA shall respond in writing, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the MPA at csaintanne@miamiparking.com

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award null and void. A violation by a particular Bidder, Proposer, Offeror, Respondent, Lobbyist or Consultant shall subject same to potential debarment pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Ordinance No. 12271 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.6. Additional Information or Clarification

Requests for additional information or clarifications must be made in writing and received by the Procurement Manager, specified on the Public Notice of this RFP, in accordance with the deadline for receipt of questions specified in the RFP (see Section 1.3) and the Cone of Silence (see Section 1.5). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the Procurement Manager for this RFP at the fax number (305) 371-9451. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of

Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The MPA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

1.7. Award of Contract

A Contract will be awarded to the Successful Proposer(s) by the Board based upon the minimum qualification requirements reflected herein. The MPA reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer(s) that is determined to be in the MPA's best interests. The Contract will be furnished by the MPA; will contain certain terms as are in the MPA's best interests, and may be executed on a project by project basis. If the MPA and the Successful Proposer(s) cannot negotiate a mutually acceptable contract, MPA may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until a Contract has been executed or all submissions have been rejected. No Proposer shall have any rights in the subject project or against MPA arising from such negotiations. The Contract will be furnished by the MPA; will contain certain terms as are in the MPA's best interests, and may be executed on a project by project basis.

1.8. Contract Execution

A Contract will be negotiated and executed between the Successful Proposer(s) and the MPA. The successful operation of this Contract requires that the Contractor and MPA agree to act in good faith in all matters relating to carrying out the work, derivation of rates and interpretation of this document.

1.9. Unauthorized Work

The Successful Proposer(s) shall not begin work until a MPA "Purchase Order" is received. The Purchase Order(s) shall specify the price and period of time allotted for the completion of the work.

1.10. Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.** Proposers shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFP. The Proposer must return these documents with all information necessary for the MPA to properly analyze Proposer's response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All Proposals shall be returned in a sealed envelope or package with the RFP number and opening date clearly noted on the outside of the envelope.

Proposers must provide a response to each requirement of the RFP. Responses should be prepared in a concise manner with an emphasis on completeness and clarity.

1.11. Changes / Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the Proposal deadline.

1.12. Sub-Contractor(s) or Sub-Consultant(s)

A Sub-Consultant, herein known as Sub-Contractor(s) is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this RFP. A Sub-Contractor shall be paid through Proposer or Proposer's firm and not paid directly by the MPA. Sub-Contractors are allowed by the MPA in the performance of the services delineated within this RFP. Proposer must clearly reflect in its Proposal the major Sub-Contractors to be utilized in the performance of required services. The MPA retains the right to accept or reject any Sub-Contractors proposed in the response of Successful Proposer(s) or prior to Contract execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractors must be maintained in good standing and approved by the City Risk Management Department throughout the duration of the Contract. Neither the Successful Proposer(s) nor any of its Sub-Contractors are considered to be an employee or agent of the MPA. Failure to list all Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractors from performing work under this RFP.

Proposers shall include in their Proposals the requested Sub-Contractor information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer(s), the Proposer shall provide a list confirming the Sub-Contractors that the Successful Proposer(s) intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, location of the place of business for each Sub-Contractor, the services Sub-Contractor will provide relative to any Contract that may result from this RFP, any applicable licenses, references, ownership, and other information required of Proposer.

1.13. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the MPA's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The MPA will **NOT** be responsible for any oral instructions, clarifications, or other communications. No proposal shall be accepted from a Proposer who does not hold currently valid and appropriate local, state and federal permits, certifications and/or licenses necessary to perform the Services.

1.14. Disqualification

The MPA reserves the right to disqualify Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Proposals; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

1.15. Proposal Receipt

Sealed Proposals will be accepted in accordance with the instructions detailed on the cover of this RFP. After that date and time, Responses will **not** be accepted. The Proposer shall file all documents necessary to support its Proposal and shall include them with its Proposal. Proposers shall be responsible for the actual delivery of Proposals during business hours to the exact address indicated on the cover and in the RFP. Proposals that are not received by **MPA'S OFFICE** by the deadline established in the RFP shall **not** be accepted or considered by the MPA.

1.16. Capital Expenditures

The Successful Proposer(s) understands that any capital expenditures that the Successful Proposer(s) makes, in order to perform the services required by the MPA in this RFP, is a business risk which the Successful Proposer(s) may include in its proposed price. The MPA, however, is not and shall not pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer, in anticipation of a Contract award nor to maintain the approved status of the Successful Proposer(s) if a Contract is awarded.

1.17. Proposer's Responsibility

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Lack of knowledge of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the Successful Proposer from any obligation to comply with every detail and with all provisions

and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Proposer.

1.18 Professional Ethics

By signing the Proposal, the Proposer certifies that no principal (which includes partners, officers, directors, or executives) is presently suspended, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State of Florida department or agency. If MPA has knowledge or reason to believe that any person has violated the provisions of State professional licensing laws or rules, it shall submit a complaint about the violations to the Florida Department of Business and Professional Regulations. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the State licensing laws or rules applicable to that licensee. The complaint shall be confidential. Any confidential information submitted to the Florida Department of Business and Professional Regulations shall remain confidential pursuant to Chapter 455, F.S. and applicable State law.

1.19 Examination of Documents

The submission of a Proposal shall constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFP; that without exception, the Proposal is premised upon performing and furnishing the Services required by the RFP and applying the specific means, methods, techniques, sequences, or procedures for the Services that may be shown or indicated or expressly required by the RFP; that Proposer has given MPA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the RFP and the written resolution thereof by MPA is acceptable to the Proposer; and that the RFP is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Services.

2.0 SCOPE OF SERVICES

MPA intends to receive Proposals outlining a Pay By Phone Parking System for On-Street Parking. The term of the Contract shall be for an initial term of three (3) years with the option to renew for two (2) additional one (1) year periods subject to the sole discretion of MPA and availability of funds.

The Successful Proposer will be responsible for the design and delivery of the system and for the management of all phases of the project (the "Services"). The Successful Proposer will bear all technical, operational, integration, implementation, and functional responsibility.

There will be two implementation phases. Phase 1 will include a pilot implementation with MPA staff using cell phones to test the system for a period of thirty (30) days from November 1, 2007. Phase 2 will roll-out the system to the public with a detailed marketing and signage plan. The time frame for implementation of Phase 2 is by or before January 1, 2008. The Successful Proposer shall contractually guarantee delivery of a fully functional public Pay By Phone System by February 1, 2008 and ensure the system is fully operational and integrated with MPA's parking ticket, financial information, and financial payment system by that date. The proposed Pay By Phone System must accommodate the types and categories of the various on-street parking rates described in Exhibit "A".

2.2 Proposer's Qualifications

To be considered to perform the services, the Proposer must submit a Proposal demonstrating the following:

- 2.2.1. The Proposer's experience in providing pay by phone parking systems.
- 2.2.2. The Successful Proposer must possess first rate skills and competency in the area of electronic commerce and network design.
- 2.2.3 The Proposer's track record in working with governmental agencies in the United States of America and/or abroad (i.e. Europe) to provide pay by phone parking systems. (Please provide a list of relevant projects, including client contact names, titles, and phone numbers; all references provided must not exceed five (5) years from the year 2007). A minimum of six (6) is required.

2.3 Proposed Compensation

In a separate sealed envelope, Proposer shall submit with their proposed fee schedule, the process and timeline for proposed payment.

3.0. RFP GENERAL CONDITIONS

3.1. Acceptance/Rejection

The MPA reserves the right to accept or reject any or all Proposals or to select the Proposer(s) that, in the opinion of the MPA, will be in the best interest of and/or the most advantageous to the MPA. The MPA also reserves the right to reject the Proposal of any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this RFP. The MPA reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2. MPA Not Liable for Delays

It is further expressly agreed that in no event shall the MPA be liable for, or responsible to, the Successful Proposer, any sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the MPA has no control. The Contract will include a no damage for delay clause.

3.3. Contract Award and MPA's Rights

The MPA reserves the right to accept or reject any or all responses to this RFP, waive informalities, and request re-bids on the services specified in the RFP.

3.4. Cost Incurred By Proposers

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

3.5. Legal Requirements

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

3.6. Minority / Women Business Enterprise (M/WBE) Program

Ordinance No. 10062, as amended, entitled the Minority and Women Business Affairs and Procurement Ordinance of the City of Miami, Florida sets forth “..... a goal of awarding at least 51 percent of the MPA’s total annual dollar volume of all expenditures for all goods and services, to Black, Hispanic and Women minority business enterprises on an equal basis.” A minority business enterprise is defined as a business firm “...in which at least 51 percent of said enterprise is owned by Blacks, Hispanics, or Women and whose management and daily business operations are controlled by one or more Blacks, Hispanics or Women.” To achieve the goal established by Ordinance 10062, vendors doing business with the MPA are encouraged to include minority firms as participants in their Responses. See Section 6.6.

Other possible ways to include minority/women-owned business participation would involve:

- a. joint venture with minority firm(s)
- b. utilizing minority/women-owned firm(s) as subcontractor(s)
- c. utilizing minority/women-owned firm(s) to supply goods and/or services
- d. successful implementation of well-defined affirmative action program

All Service providers are urged to submit Proposals for any Services that they are able to supply, regardless of minority classification. However, compliance with all requests for information regarding Minority Status or Participation is required.

3.7 Not Used

3.8 Non-Appropriation of Funds

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

3.9 Occupational License Requirement

Any Proposer with a business location in the City, who submits a Proposal under this RFP, shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Proposers with a business location outside the City shall meet their local Occupational License Tax requirements. A copy of the license

must be submitted with the Proposal; however, the MPA may at its sole option and in its best interest allow the Proposer to supply the license to the MPA during the evaluation period, but prior to award.

3.10 Payment

Payments to the Successful Proposer(s) shall be made in arrears, and based on work performed to the satisfaction of the MPA. No advance payments will be made at any time.

The Successful Proposer shall submit fully documented invoices within seven (7) calendar days after the services have been rendered. These invoices shall be submitted to Miami Parking Authority, ATTN: Accounts Payable, 190 NE 3rd Street, Miami, FL 33132. All invoices shall reference the appropriate Contract number, the service location(s), the dates that the service was provided, and the type of service(s) provided to MPA in the prior month.

Payment shall be made after delivery, within 45 days of receipt of an invoice for services/goods and pursuant to Florida Statute 218.74 (Florida's Prompt Payment Act) and other applicable laws.

3.11 One Proposal

Only one (1) Proposal from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFP.

3.12 Minimum Qualification Requirements

Each firm interested in responding to this RFP must provide the information on the firm's qualifications and experience, qualifications of the project team, experience, and previous similar projects. See Section 5.0 "Instructions for Submitting a Response: (Submission Requirements). **Submittals that do not respond completely to all requirements may be considered non-responsive and eliminated from the process.**

3.13 Vendor Application

It is recommended that all prospective Proposers complete a "Vendor Application" indicating the Services which the Proposer can regularly supply to the MPA for inclusion on the MPA's Proposer/bidder's list. Should a prospective Proposer not be currently listed on the MPA's Proposer/bidder's list, a Vendor Application can be downloaded from www.miamiparking.com. Any questions regarding submittal of vendor application may be directed to the Procurement Department at (305) 373-6789 Ext. 238.

3.14 Public Entity Crimes

A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work's project, may not submit a response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statutes for Category Two for a period of 36 months from the date of being placed on the convicted Bidder / Proposer list.

3.15 Resolution of Protests

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Procurement Manager who shall have the authority, subject to the approval of the Executive Director and the City Attorney, to settle and resolve a protest with final approval by the Board of Directors. Bidders are alerted to Section 18-103 of the City's Ordinance No. 12271 describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. **NO EXCEPTIONS.**

3.16 Review of Responses for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. A Proposal shall be found non-responsive for reasons including but not limited to the following: failure to utilize or complete forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals and improper and/or undated signatures. All Proposals must be typed. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.17 Sales Tax

The MPA is State Sales Tax exempt. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion

of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08 Florida Statutes as amended and all amendments thereto and shall be paid solely by the Proposer.

3.18 Employees are Responsibility of Successful Proposer(s)

All employees of the Successful Proposer(s) shall be considered to be, at all times, the sole employees of the Successful Proposer(s) under its sole direction and not employees or agents of the MPA. The Successful Proposer(s) shall supply competent and physically capable employees. The MPA may require the Successful Proposer(s) to remove an employee the MPA deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment under the contract is not in the best interest of the MPA. Each employee shall have and wear proper identification.

All the Services required herein shall be performed by the Successful Proposer(s), and all personnel engaged in performing the services shall be fully qualified to perform such Services.

All personnel of the Successful Proposer(s) must be covered by Workers Compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the MPA. No personnel of the Successful Proposer may receive any MPA employment benefit.

3.19 Use of Name

The MPA is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Proposal are to be mentioned, or imply the name of the MPA, without prior express written permission of the Executive Director or the Board of Directors.

3.20 Collusion

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

3.21 Ownership of Documents

Proposer understands and agrees that any information, document, report or any other material whatsoever which is given by the MPA to Successful Proposer(s) or which is otherwise obtained or prepared by Successful Proposer(s) pursuant to or under the terms of the RFP is and shall at all times remain the property of the MPA. Successful Proposer(s) agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the MPA, which may be withheld or conditioned by the MPA in its sole discretion.

3.22 Unauthorized Work

Neither the Successful Proposer(s) nor any of his/her employees shall perform any work unless duly authorized by the Contract Administrator or his designated representative. The qualified Proposer(s) shall not be paid for any work performed outside the scope of the Contract or any work performed by an employee not otherwise previously authorized.

3.23 Review of Qualifications

After the Proposal due date and prior to execution of the Contract, MPA reserves the right to perform or request others to perform on its behalf a review of the Proposer's qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can perform the Services. The review may also serve to verify whether the Proposer has adequate financial capability to meet the Contract requirements. Should MPA determine that the Proposal has material misrepresentations or that the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory performance, MPA has the right to reject the Proposal.

4.0 SPECIAL CONDITIONS OF PROPOSED CONTRACT(S)

4.1 Authorization

Upon authorization of the Board (if required), the Executive Director or his authorized designee shall negotiate all aspects of the Contract with the Successful Proposer(s). The City Attorney's Office will provide assistance to the Executive Director or his designee during the negotiation of the Contract and must approve the Contract as to legal form and correctness prior to the Board of Directors' authorization (if required) for the execution of the Contract by the Executive Director. The Contract shall comply with all applicable laws, City Charter, and code provisions. The Contract shall include certain clauses which will safeguard the interests of the MPA including, without limitations, cancellation for convenience, hold harmless/indemnity, no damages for delay and no adverse interest to the City clauses.

4.2 General

The Contract shall address, but not be limited to, the following terms and conditions:

4.2.1 Amendments to the Contract(s)

The Executive Director shall have sole authority to amend the Contract on behalf of the MPA.

4.2.2 Assignment of Contract

The Successful Proposer(s) shall not assign any portions of the Contract, or any part of his/her operations, without written permission granted by the MPA through the Executive Director, in the MPA's sole discretion.

4.2.3 Compliance with orders and laws and cancellation

The Successful Proposer(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of the Contract.

4.2.4 Conflict of interest

If any individual member of a proposing team, or an employee of a proposing team/firm, or an immediate family member of the same is also a member of any board, commission, or agency of the City, that individual is subject to the conflict of interest provisions of the City Code, Section 2-611.

4.3 Contract administrator

The Contract Administrator for the Contract shall be:

Name Fred Bredemeyer, Deputy Executive Director for
 Operations or His Designee
Department Department of Operations
Address 190 NE 3rd Street
 Miami, Florida 33132

4.4 Contact

Proposer shall include the name and office, mobile, and/or beeper number of the firm's intended contact person ("Contact"). In the event a Contract is executed by the Proposer, the Contact shall be available at one of these contact numbers on a daily basis during at

least regular business hours, Monday through Friday, for purposes of addressing complaints and receiving information as to Contract performance.

4.5 Indemnification

The Successful Proposer(s) shall agree to indemnify, defend and hold harmless the MPA and the City of Miami and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer(s) to comply with any of the requirements specified within the Contract, or the failure of the Successful Proposer(s) to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance under the Contract. Successful Proposer(s) expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Proposer(s), or any of its subcontractors, if applicable and as provided above, for which the Successful Proposer(s)'s liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. The Indemnifications will be interpreted to comply with §725.06, Florida Statutes.

4.6 Insurance

Within ten (10) days after notification of award, the Successful Proposer(s) shall furnish Evidence of Insurance to the MPA and City Risk Management Department. Please refer to Section 6.3 Indemnification and Insurance.

Execution of a Contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the Successful Proposer(s) shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the MPA. If the Successful Proposer(s) fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the Successful Proposer(s) has been made aware of Commission award, the Proposer may be in default of the Contract's terms and conditions. Under such circumstances, the Successful Proposer(s) may be prohibited from submitting future Responses to the MPA. Information regarding any insurance requirements shall be directed to the Procurement Department at (305) 373-6789. Additionally, Successful Proposer(s) may be liable to the MPA for the cost of re-procuring the services, caused by Successful Proposer(s)'s failure to submit the required documents.

4.7 Hold harmless

The Successful Proposer(s) shall hold harmless and indemnify the MPA and the City of Miami for any errors in the provision of services and for any fines which may result from the fault of the Successful Proposer(s).

4.8 Audit rights and records retention

The Successful Proposer(s) agrees to provide access to the MPA, or to any of its duly authorized representatives, to any books, documents, papers, and records of the Successful Proposer(s) which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer(s) shall maintain and retain any and all books, documents, papers and records pertinent to the Contract for three (3) years after the MPA makes final payment under the Contract and all other pending matters are closed. Successful Proposer(s)'s failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of the Contract by the MPA.

4.9 Proposer's warranty

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

4.10 Ownership of documents

The Successful Proposer(s) is permitted to make and maintain duplicate copies of the files, records, documents, etc. if the Successful Proposer(s) is desirous of such records subsequent to contract termination. However, in no way shall the confidentiality as permitted by applicable law be breached.

5.0 INSTRUCTIONS FOR SUBMITTING A RESPONSE

The following information and documents are required to be provided with Proposer's Response to this RFP. Failure to do so may deem your proposal non-responsive.

5.1 Submission Requirements

The following documents must be submitted as part of the Response to this RFP:

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

A. CONTENTS OF PROPOSAL STATEMENT

1. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

2. Proposal Letter

Provide a Letter of Interest indicating the specific project(s) for which the firm is applying. Provide a narrative which addresses the scope of work, the proposed approach to the work, and any other information called for by the RFP.

3. Qualifications of the Firm

Indicate the firm's number of years of experience in providing pay by phone parking systems for on-street parking. Licenses and any other pertinent information shall be submitted. Submittals which do not contain such documentation may be deemed non-responsive.

4. Qualifications of the Firm's Supervisory Team

List the members of the firm's supervisory team. Provide a list of the personnel to be used and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, including sub-consultants. Provide any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals which do not contain such documentation may be deemed non-responsive.

5. Previous Similar Services Offered:

A list of similar services must be submitted. Information should include:

- * Client Name, address, phone number.
- * Description of work.
- * Year the project was completed.
- * Total of fees paid to firm.
- * Total cost of the services, estimated and actual.

(References and contact information provided must not exceed five (5) years from the year 2007 and must be current)

6. Minority/Women Participation

For Proposers seeking M/WBE consideration, if any, in the evaluation process, proposers must be certified by the City of Miami, State of Florida, Miami-Dade County School Board or Miami-Dade County as an M/WBE **prior to proposal submission date**. Additionally, the following documents must be submitted with Proposal, if applicable:

- City of Miami Minority/Business Affairs Registration Affidavit or an Affidavit from one of the above listed entities

Additional ways in which Proposers can seek minority participation/consideration are found in Section 3.6 of the RFP.

7. Not Used

8. Acknowledgment of Addenda and Respondent Information Forms (Section 6) “RFP Response Forms” (see check list).

Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Proposer must clearly reflect in its Proposal any Sub-Consultants proposed to be utilized, and provide for the sub-consultant the same information required of Consultant. The MPA retains the right to accept or reject any Sub-Consultants proposed.

Throughout this RFP, the phrases “must” and “shall” will denote mandatory requirements. Any Proposer’s proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any and all Responses that do not follow the prescribed format are subject to immediate disqualification.

A. Completed Response forms, including all required forms included with this RFP. Refer to Checklist(s) for guidance on the information and documentation to be provided with Response.

B. Copy of Current City / County Occupational License(s), where applicable

C. Additional forms and Acknowledgments

- Proposers shall complete and submit as part of its Proposal all of the following forms and/or documents:

- 6.1 RFP Information Form
- 6.2 Certificate of Authority
- 6.3 Insurance Requirements
- 6.4 Not Used
- 6.5 Debarment and Suspension Certificate
- 6.6 Proof of current Miami M/WBE Certification, if applicable
- 6.7 Proof of Proposer's Occupational License
- 6.8 Proposer's Qualification Statement
- 6.9 Compliance with Ordinance No.10032
- 6.10 Statement of No Bid/Response
- 6.11 Specification Grid
- 6.12 Conflict of Interest
- 6.13 Complete Proposal, including all required documentation
Licenses, etc.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

5.2 Response Format

One (1) loose original, five (5) bound copies, and one (1) copy on CD-ROM in PDF format of your complete response to this RFP must be delivered to:

Miami Parking Authority
Procurement Department
190 NE 3rd Street
Miami, Florida 33132

Responses must be clearly marked on the outside of the package referencing **RFP NO. 07-07 PAY BY PHONE PARKING SYSTEM.**

Responses received after the date and time stated in the RFP will not be accepted and shall be returned unopened to Proposer. **Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.**

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Responses are to remain valid **for at least 180 days.** Upon award of a Contract, the contents of the Proposal of the Successful Proposer(s) may be included as part of the Contract, at the MPA's discretion.

Proposers must provide a response to each issue. Responses should be prepared in a concise manner with an emphasis on completeness and clarity.

6.0. RFP RESPONSE FORMS

CHECK LIST

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

	<u>Submitted With Proposal</u>
6.1 RFP Information Form This form must be completed, signed, and returned with Proposal.	YES _____
6.2 Certificate of Authority , to be completed, signed and returned with Proposal. Complete applicable form only. 6.2.1. Certificate of Authority (If Corporation) 6.2.2. Certificate of Authority (If Partnership) 6.2.3. Certificate of Authority (If Joint Venture) 6.2.4. Certificate of Authority (If Individual)	YES _____
6.3 Indemnification and Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFP (must be signed)	YES _____
6.4 Not Used	N/A
6.5 Debarment and Suspension Certificate (must be signed)	YES _____
6.6 Proof of Current M/WBE Certification (if applicable) See 3.6 of General Conditions Provide copy of registration.	YES _____
6.7 Proof of current Occupational License Provide copy of registration.	YES _____
6.8 Proposer's Qualification Statement (must be completed)	YES _____
6.9 Compliance with Ordinance No. 10032 (must be completed and signed)	YES _____
6.10 Statement of No Bid/Response (if applicable)	YES _____
6.11 Specification Grid (must be completed)	YES _____
6.12 Conflict of Interest/Non-Collusion (must be completed and signed)	YES _____

6.13 Complete Proposal, including all required documentation, licenses, etc.	YES _____
---	------------------

6.1. RFP INFORMATION FORM

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

Firm's Name: _____

Principal Business Address: _____

Telephone: _____ Fax: _____

E-mail address: _____@_____

Name: _____

Title: _____

Authorized Signature: _____

6.2.1

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

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

a corporation existing under the laws of the State of _____, held on
_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____, to The Miami Parking Authority and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

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

6.2.2

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

organized and existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____ 20_____, to The Miami Parking Authority and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____

Secretary: _____

(SEAL)

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

6.2.3

CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the

organized and existing under the laws of the State of

_____ held on _____,

20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the
Joint Venture be and is hereby authorized to execute the Proposal dated, _____
20____, to The Miami Parking Authority official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

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

6.2.4

CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that as an individual,

_____ (Name of Individual)
_____ and as a d/b/a (doing business as) _____
_____ (if applicable)
_____ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Proposal dated, _____, 20____, to The Miami Parking Authority as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 20____.

NOTARY PUBLIC: _____
Commission No.: _____
I personally know the individual/do not know the individual (Please Circle)
Driver's License # _____

(SEAL)

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

6.3. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

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

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

The Successful Proposer(s) shall furnish to MPA c/o Procurement Department, 190 NE 3rd Street, Miami, Florida 33132, Certificate(s) of Insurance prior to contract execution

which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$ 2,000,000
 - Personal and Adv. Injury \$ 1,000,000
 - Products/Completed Operations \$ 1,000,000

B. Endorsements Required

City of Miami included as an Additional Insured
DOSP d/b/a Miami Parking Authority as an Additional Insured
Employees included as insured
Contractual Liability

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Combined Single Limit
 - Any Auto
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$ 1,000,000

B. Endorsements Required

City of Miami included as an Additional Insured
DOSP d/b/a Miami Parking Authority as an Additional Insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida

Waiver of Subrogation

IV. **Employer's Liability**

A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

V. **Professional Liability/Errors and Omissions Coverage**

Combined Single Limit

Each Claim

\$1,000,000

General Aggregate Limit

\$1,000,000

Deductible- not to exceed 10%

The MPA and the City is required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer(s).

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

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

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

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

The Successful Proposer(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer(s).

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer(s) shall be responsible for submitting new or renewed insurance certificates to the MPA at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the MPA shall:

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

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

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

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

6.5. DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the Executive Director, after consultation with the Chief Procurement Officer, the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of MPA contracts. The debarment shall be for a period of not fewer than three (3) years. The Executive Director shall also have the authority to suspend a contractor from consideration for award of MPA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the Executive Director, the City Attorney, and the Board.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses;
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the Executive Director to be so serious and compelling as to affect the responsibility of the contractual party performing MPA contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the MPA shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company name: _____

Signature: _____

Date: _____

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

6.6 CURRENT M/WBE CERTIFICATION (Attach proof of certification if applicable)

INFORMATION SHEET

MINORITY/WOMEN CLASSIFICATION AND PARTICIPATION

1. Indicate MINORITY/WOMEN CLASSIFICATION OF BUSINESS ENTERPRISE (Bidder):

() Black () Hispanic () Women () Other (Non-Minority)

2. Detail MINORITY/WOMEN PARTICIPATION within your firm, or as it may apply to this bid, if awarded:

A. JOINT VENTURE: Provide information regarding Minority/Women firm participating as such, and the extent of participation.

<u>Firm Name/Address</u>	<u>Gender/Ethnicity</u>	<u>% of Bid</u>
--------------------------	-------------------------	-----------------

B. SUBCONTRACTORS: Provide information regarding Minority/Women firms which will be subcontractors for this Bid, and their extent of the work.

<u>Firm Name/Address</u>	<u>Gender/Ethnicity</u>	<u>% of Bid</u>
--------------------------	-------------------------	-----------------

C. SUPPLIER: Provide detail regarding Minority/Women firms that will supply you with goods or services, and the extent.

<u>Firm Name/Address</u>	<u>Gender/Ethnicity</u>	<u>% of Bid</u>
--------------------------	-------------------------	-----------------

6.8 PROPOSER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

This questionnaire is to be included with your Response. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

COMPANY NAME: _____

COMPANY OFFICERS:

President _____ Vice President _____

Secretary _____ Treasurer _____

COMPANY OWNERSHIP:

_____ % of ownership

_____ % of ownership

_____ % of ownership

_____ % of ownership

LICENSES:

1. County or Municipal Occupational License No. _____
(attach copy with Bid)

2. Occupational License Classification _____

3. Occupational License Expiration Date: _____

4. Metro-Dade County Certificate of Competency No. _____
(attached copy if requested in Bid or RFP)

5. Social Security or Federal I.D. No. _____

EXPERIENCE:

6. Number of Years your organization has been in business: _____

7. Number of Years experience BIDDER/PROPOSER (person, principal of firm, owner) has had in operation of the type required by the specifications of the Bid or RFP: _____

8. Number of Years experience BIDDER/PROPOSER (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the Bid or RFP: _____

FAILURE TO FULLY COMPLETE, AND RETURN THIS FORM SHALL DISQUALIFY YOUR BID.

FIRM/RESPONDENT'S NAME: _____

SIGNATURE/TITLE: _____

DATE: _____

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

6.10 STATEMENT OF NO BID/RESPONSE

NOTE: If you do not intend to submit a Proposal on this commodity or service, please return this form in the Bid envelope on or before Bid opening. Failure to respond either by submitting a bid or this completed form will be cause for removal from the vendor/Bidder's list.

Miami Parking Authority
Procurement Office
190 NE 3rd Street
Miami, FL 33132

We, the undersigned, have declined to submit a Bid on your **Bid No. RFP 07-07 Pay By Phone Parking System** for the following reasons:

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposal.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (explain below).
- We are unable to meet insurance requirements.
- Remove us from your Bidders' list for this commodity or service.
- Other (specify below).

Remarks: _____

We understand that if this statement is not completed and returned, our company may be deleted from the Miami Parking Authority Bidders' list for this commodity or service.

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____

6.11 Specification Grid (Proposers are highly encouraged to provide detailed information to the questions posed below; the more information provided, the better informed the Selection/Evaluation Committee will be of your qualifications; answers to the questions below may be provided on a separate paper)

	Description	Y / N	Comments
1	Can you register to use the Pay by Phone Parking System for the first time over the phone?		
2	Do you allow the user to park without pre-registering over the Internet?		
3	Can someone Park by Phone without any hang tags, bar-codes or other items to display?		
4	Describe billing process? Web based invoices? Mailing out of invoices?		
5	Does the system have a user friendly enrollment process? 24 hours availability? Calling local vs. toll free number?		
6	Describe customer service? Hours of Operation? Customer notification process? Ability to provide speedy and accurate resolution? Policy for addressing complaints? Ticket resolution?		
7	Does the system identify the car simply by the license plate or stall number?		
8	Is your Pay by Phone technology actively used in over 250,000 spaces?		
9	Does your Pay by Phone technology have over 250,000 people already registered and using the system?		
10	Do users receive a text message reminder before parking expires?		
11	Can users review their profile and parking history online?		
12	Can users park using any phone (e.g. not restricted to the phone they registered with)?		
13	Does the system have the ability to:		
	• Utilize maximum stay restrictions?		
	• Restrict people from re-parking for a set period even after parking expires?		
	• Have different rates based on the day of the week?		
	• Have different rates based on time of day?		
	• Have early bird rates?		
	• Rates and restrictions can be different for every meter (if desired)?		
	• Rates and restrictions can be set by zones?		
	• Restrict user access based on their id / password?		

	Description	Y / N	Comments
	<ul style="list-style-type: none"> Allow one time event parking? 		
14	Can users park using Text Messaging (SMS)?		
15	Do users have to pay an annual membership fee?		
16	Does the system require integration with the meters?		
17	Is the system in live use where it integrates to multi-space meters? (Where and Who?)		
18	Has the pay by phone service integrated with or is in use at any gated locations?		
19	Is your service in live use at over 5 US locations?		
20	Does your service integrate with wireless handheld systems? If yes provide examples of live sites.		
21	Is the system/software user friendly?		
22	Do you have a marketing plan (i.e. recruitment process, decals, signage, advertisement mediums, etc.)		
23	What is the settlement process of your system/software?		
24	Is there interface capability?		
25	Is there system portability, expandability, and support?		
26	Can the system maintain the security, confidentiality of transactions and information? If yes, how is this done?		
27	Do you allow customers to use their own merchant accounts for credit card processing?		
28	Do we directly receive the credit card payments from our consumers' parking transactions?		
29	Do you have an automated Meter Out of Order management system?		
30	Can you forward reported meter issues directly to field technicians?		
31	Can you report on average downtime, repairs per technician, most problematic locations and hardware?		
32	Can your service collect parking payments while a broken meter is being reported?		
33	Do you have web based Parking Permits for monthly parking?		
34	Do you have web based Parking Permits for event parking?		
35	Do you have web based Parking Permits for residential/student/business parking?		
36	Do you have a phone & web based Violation Payment system?		
37	Do you have an Electronic Validation System for hotels/businesses & restaurants, etc.?		

	Description	Y / N	Comments
38	Does your organization develop and own its core technology or is it licensed from a third party?		
39	Is the enforcement component compatible with X-3?		
40	Current enforcement equipment available?		
41	Describe dispute process (i.e. citations, tickets, etc.)		
42	Can you report on enforcement activity (i.e. current patroller locations, enforcement visits per site etc.)?		
43	Are all reports exportable to Excel or other file formats?		
44	Will MPA have access to the Park by Phone Database?		
45	Does the system provide any report writing/generating tool?		

6.12 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION (page 1 of 2)

Submitted this _____ day of _____, 2007.

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

The Proposer/Respondent agrees if this response/submission is accepted, to execute an appropriate MPA document for the purpose of establishing a formal contractual relationship between the Proposer/Respondent and the MPA, for the performance of all requirements to which the Response/submission pertains.

The Proposer/Respondent states that this response is based upon the documents identified by the following number: Bid/RFP No. _____.

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

Name	Street Address	City	State	Zip

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

SIGNATURE

PRINTED NAME

TITLE

Company Name

7.0 RFP TIMETABLE AND EVALUATION/SELECTION PROCESS

RFP Available to Public	September 14, 2007
Question and Answer Session with MPA Staff Letter of Intent to Respond	October 18, 2007 @ 10:00 AM (EDT) October 19, 2007 @ 5:00 PM (EDT)
Deadline for Receipt of Questions	October 19, 2007 @ 5:00 PM (EDT)
Proposal Submission Deadline	November 9, 2007 @ 10:00 AM (EDT)
Evaluation of Proposals	November 2007
Recommendation to the Board of MPA	November 2007
Contract Award	November 2007
Cone of Silence Begins	September 10, 2007
Cone of Silence Ends	Upon the Intent of the MPA Board To Award a Contract

Copies of this RFP package can be obtained by visiting, phoning or writing Miami Parking Authority 190 NE 3rd Street, Miami, Florida 33132 telephone (305) 373-6789. The RFP is also available on MPA's website: www.miamiparking.com. There is no charge for the first copy of the solicitation package. A fee of \$5.00 will be charged for each additional package requested by any person or entity. An additional \$5.00 fee will be charged to mail the package.

To request the RFP package through the United States Postal Service, mail your request with the following information: the RFP number and title, the name of the prospective Proposer's contact person, mailing address, telephone number and fax number, along with a \$5.00 check or money order made payable to Miami Parking Authority.

Proposers who obtain copies of this Solicitation from sources other than the Authority risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

THE PROCEDURE FOR RESPONSE EVALUATION AND SELECTION IS AS FOLLOWS:

1. Request for Proposals issued.
2. Receipt of responses.
3. Opening and listing of all responses received.

4. A Certification Committee consisting of design professionals and MPA staff will review each submission for compliance with the submission requirements of the RFP, including verifying that each submission includes all documents required. In addition, the Certification Committee will ascertain whether the provider is qualified to render the required services according to State regulations.
5. An Evaluation Committee, appointed by the Executive Director, shall meet to evaluate each certified response in accordance with the requirements of this RFP. The Committee may select a minimum of three (3) firms for each project deemed to be the most highly qualified to perform the required service, unless fewer than three Proposals are received, to provide brief public presentations.
6. The Evaluation Committee shall forward its recommendation to the Executive Director who will make a recommendation to the Board.

EVALUATION CRITERIA

Responses shall be evaluated based upon the following criteria and weight:

- a. **(25 Points)** Ability of Proposer to meet minimum qualifications as stipulated based on a review by the Selection Committee.
- b. **(25 Points)** Experience and past performance of Proposer.
- c. **(40 Points)** Cost effectiveness of proposal.
- d. **(5 Points)** Demonstrated good faith effort and commitment in the recruitment, selection and promotion of minorities and women in the firm, consistent with the policies and procedures of the Miami Parking Authority and the City. Minority participation in terms of ownership, joint venture, subcontracting of services, and/or Affirmative Action Plan.
- e. **(5 Points)** Evidence of Corporate Social Responsibility. Include a complete presentation of service to the community during the past three (3) years. This may include contributions of cash, property and/or in-kind services to civic/educational/social organizations, etc.

TOTAL OF 100 POSSIBLE POINTS

7. After considering the recommendation(s) of the Evaluation Committee, the Executive Director shall recommend to the Board, the response or responses which the Executive Director deems to be in the best interest of the MPA. The

Board shall consider the Executive Director's and the Evaluation Committees recommendation(s) and, if appropriate and required, approve the Executive Director's recommendation(s). The Board of Directors may also reject any or all responses.



ACKNOWLEDGEMENT OF RECEIPT OF RFP

REQUEST FOR PROPOSALS (RFP) No. 07-07 PAY BY PHONE PARKING SYSTEM

NAME OF FIRM: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

**PLEASE RETURN TO CLAUDIA SAINTANNE VIA FACSIMILE AT 305-371-9451
OR E-MAIL AT csaintanne@miamiparking.com**