

REQUEST FOR PROPOSALS

FOR

SECURITY SERVICES

**RFP No. 08-02
SECURITY SERVICES**



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

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN
FRIDAY, November 14, 2008 at 2:00 PM (Local Time)

At

Miami Parking Authority
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 RESPONDENT. 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.

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PUBLIC NOTICE

The Department of Off-Street Parking of the City of Miami d/b/a Miami Parking Authority ("MPA") is seeking Submissions detailing qualifications and cost proposals to provide Security Services for our entire parking system.

Interested firms ("Respondents") may pick-up a copy of the Request for Proposals ("RFP") to be issued on October 5, 2008 at 190 N.E. 3rd Street, Miami, FL 33132. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures.

One (1) original and five (5) copies of the completed and executed Submission must be delivered to the administrative offices of Miami Parking Authority, 190 N.E. 3rd Street, Miami, Florida 33132 no later than Friday, November 14, 2008 by 2:00 p.m. Submissions received past such deadline and/or submitted to any other location or office shall be deemed not responsive and summarily rejected. The Chief Executive Officer 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 to reject any and/or all Submissions and to re-advertise for new Submissions.

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

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1.0. INTRODUCTION TO REQUEST FOR PROPOSALS

Miami Parking Authority is inviting interested parties (“Proposers”) to submit Proposals to provide security services at parking lots and parking garages (“Facilities”).

A selection committee has been appointed by the Chief Executive Officer to develop the RFP for security services, 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 Miami Parking Authority’s standards and expectations for the Services.

On Friday, November 14, 2008 at 2:00pm, at 190 NE 3rd Street, Miami, FL interested parties will be given the opportunity to ask pertinent questions concerning the security services intended and the submission of Proposals.

1.1. Invitation

Thank you for your interest in this Request for Proposals (“RFP”) process. The Miami Parking Authority (“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(s) requested herein (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 2:00 p.m. November 14, 2008**. Proposers may fax or mail their requests to the attention of Trecia Demby, Procurement Manager, 190 N.E. 3rd Street, Miami, Florida 33132. The facsimile number is (305) 371-9451 or email: tdemby@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. Intentionally Blank

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 IFB 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 IFBs (bids) between, among others:

- Potential vendors, service providers, bidders, lobbyists or consultants, MPA’s employee, official or member of the Board of Directors.
- potential vendors, service providers, bidders, lobbyist or consultants, any member of the MPA’s professional staff, MPA Department Directors or their respective staffs, official, Member of the Board 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 IFB 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 tdemby@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 cover sheet 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 Deputy Chief Executive Officer 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

The Contract will be awarded to the pre-qualified 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 pre-qualified Proposer(s) that is determined to be in the MPA's best interests. Such Contracts 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 Principal agree to act in good faith in all matters relating to carrying out the works, derivation of rates and interpretation of this document.

1.9. Unauthorized Work

The Successful Proposer(s) shall not begin work until an 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 Responses 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 Successful Proposer(s) nor any of its Sub-Contractors are considered to be employees or agents 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 Responses 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.

1.14. Disqualification

The MPA reserves the right to disqualify Responses 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 neither of a Contract award nor to maintain the approved status of the Successful Proposer(s) if a Contract is awarded.

2.0 SCOPE OF SERVICES

2.1 Scope of Work

The review scope should include, but not be limited to, the following:

- A. Work Force and Work Assignments
Unarmed security guards shall be provided to work various locations, including patrolling numerous Miami Parking Authority facilities. Provider should inspect all assigned facilities and provide a comprehensive security plan to MPA. This plan should include but not limited to personnel hours and equipment. This plan shall also include cost saving measures as well recommended technical solutions. Guards will be required to carry 2-way radios, drive marked vehicles provided by successful bidder, patrol on bicycles as necessary and monitor surveillance cameras.
- B. Regular Guard Duties
 1. All security personnel furnished by the successful Proposer to MPA will be required to monitor the facilities by walking the Facility, riding a golf cart and/or whatever other means of security the service provider considers best for each facility and/or location.
 2. All security personnel furnished by the Successful Proposer to MPA shall provide all phases of building and personnel security, personal property protection and vehicle protection, both within and out of the facility. This shall include, but not be limited to, making rounds and clock rounds of assigned areas and key locations; checking lights; assuring locks of gates and doors.
 3. The Successful Proposer's personnel shall take proper steps to prevent unauthorized entrance and access to the Facility or contents thereof.

4. While fulfilling regular security duties, Successful Proposer's personnel may detain any person using reasonably necessary measures, in or about the premises, until said personnel is able to turn such person(s) over to the police.
5. All security personnel furnished to MPA by the (Proposer) shall make daily reports regarding the performance of his/her shift and special reports regarding any problems or incidents occurring during his/her shift.

Such daily reports will be submitted to MPA on a weekly basis. Special incident reports will be submitted to MPA the following business day.

6. All security personnel furnished to MPA shall give instructions or information to visitors upon request, or direct them to the appropriate administrative office if any questions cannot be answered. Security personnel will, escort from time to time, patrons to their vehicles at patron's request.
7. Certain security personnel will be required to monitor security surveillance cameras.
8. The successful proposer will provide an electronic monitoring system that will track security personnel as they make their rounds. Weekly reports verifying the location of the individual security personnel at various times throughout the day will be provided to MPA.
9. Utilizing their two-way radio, security personnel must contact their supervisor or their base station which can contact and dispatch police if the need arises.
10. For further information, see Security Guard Post Orders (Attachment A)

C. Supervisor Duties

The Successful Proposer's supervisor in charge of its employee(s) to MPA shall:

1. Review the days or night activities and report in writing to the proper MPA authorities any unusual incident.
2. Insure proper inventory of keys and supplies.

3. Coordinate with proper MPA designees all security operations and services for regular and event assignments to insure that all are properly staffed. In some instances, this requires daily contact with MPA staff to learn of authorized activities.
4. Verify that all required stations and patrols are covered for each shift every day. Notify MPA immediately when a shift or station is not covered for any reason.
5. Conduct visual inspection of assigned personnel and disseminate special instructions.

D. Service Locations and Assignment Hours

See Attachment B for an example of locations/shifts requiring service. It shall be the sole discretion of MPA as to locations, number of guards, and hours of services needed. MPA reserves the right to add other possible locations and to change the required hours of service during the term of the Contract. MPA may assign one or more guards to patrol adjacent facilities. Agreed upon hourly rates will be charged regardless of the number of hours required each week.

E. Special Assignments

Services may also occasionally be requested for special events at which MPA will provide parking. MPA's Chief Executive Officer or his designee shall make notification of any non-scheduled work assignment(s) to the Successful Proposer at least forty-eight (48) hours before the start of such assignments. Assignments and the number of security personnel required for Service at each site will be determined and scheduled by MPA's Chief Executive Officer or his designee.

F. Overtime

No overtime for either regularly scheduled or special event guards will be paid by MPA for security personnel supplied by the Successful Proposer. Standard, agreed upon rates will apply for all hours.

G. Personnel Probation

Assigned MPA personnel may observe each employee of the Successful Proposer for a period of thirty (30) consecutive days. If during this probation MPA is not satisfied with the performance of that employee,

MPA shall notify the Successful Proposer of such performance and the Successful Proposer shall replace such employees immediately.

Additionally, MPA reserves the right to demand that the Successful Proposer relieve an employee from a duty assignment, and/or ban the employee from further service under the contract without cause at the sole discretion of the MPA.

H. Personnel Qualifications

1. All personnel furnished by the Successful Proposer must be no less than 18 years old and the Successful Proposer should make every effort to ensure that the personnel be bilingual (with the ability to equally communicate orally and in writing, in both English and Spanish).
2. All personnel furnished to MPA by the Successful Proposer shall be trained and experienced in building security and crowd control. They shall also be fully trained and knowledgeable about the equipment at the facility they are guarding.
3. All security guards furnished by the Successful Proposer shall have current State of Florida Class D licenses, Class G license for armed guards
4. All security guards furnished by the Successful Proposer shall be paid no less than \$9.00 per hour as base salary.
5. The following are qualities desirable in security personnel furnished to MPA:
 - a. Some knowledge of fire hazards and the use of fire extinguishers.
 - b. Ability to notice hazardous or unusual situations.
 - c. Ability to deal effectively with prowlers, trespassers and other unauthorized persons.
 - d. Ability to remain alert during emergencies.
 - e. Ability to act calmly and quickly during emergencies.
 - f. Ability to learn and operate CCTV and audio console monitor boards
 - g. FDLE check and FBI check.
6. All personnel furnished to MPA must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration

status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

7. Personnel must not be employed by the Successful Proposer under the Contract if they have currently or have in the past been involved in:
 - a. Military conduct resulting in dishonorable or undesirable discharge.
 - b. Any pattern of irresponsible behavior, including but not limited to unreasonable driving record, problem employment record, and convictions of misdemeanor and/or felony.
8. Personnel employed by the Successful Proposer to provide services for MPA must successfully complete a polygraph examination, to be conducted at the Successful Proposer's expense prior to assignment, and whose minimum testing parameters shall include:
 - a. Nature of discharge from military service.
 - b. Substance abuse (drug and alcohol).
 - c. Child abuse and/or molestation.
 - d. Convictions (misdemeanors and/or felony).
 - e. Dismissal other than layoff.

I. Uniforms

All security personnel furnished to MPA shall be well groomed and neatly uniformed. Each guard supplied by the Successful Proposer shall wear a nameplate bearing guard's name. The Successful Proposer's company name shall appear either on guard's nameplate or as a patch on guard's uniform. Uniforms shall be pre-approved by MPA and readily distinguishable from City of Miami Police uniforms.

J. Optional Equipment

Optional equipment as may be required by MPA and/or suggested by service provider for specific locations and/or assignments shall include, but not be limited to the following:

- Two-way radio
- Cellular phone
- Pager
- Marked vehicle
- Automobile or golf cart
- Bicycle

Optional equipment as listed above must be acceptable to MPA in terms of aesthetics, reliability, safety, etc. MPA reserves the right to refuse use of any and all such equipment deemed by MPA as non-usable.

K. Training

The Successful Proposer is required to provide training to all field personnel in order that MPA may be assured said personnel are capable of assuming the responsibilities of respective assignments. The cost for such training shall be considered as a part of the Successful Proposer's operational expenses and should be considered when proposing overall hourly rate. The time spent by staff in such a program, though required, is not billable to MPA. All security personnel are to successfully complete and pass such training course prior to assumption of duty under this contract. This training course, to be developed or made available by the Successful Proposer, is to include minimum requirements for subject matter and hours of instruction, and must be approved by MPA. MPA's evaluation of proposed training shall include, but not be limited to, previews of techniques and methods of instruction, quality of instructions, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual retentiveness.

All formal training is to be administered by persons, corporations, and/or institutions that have been expressly approved by MPA. A written certification of each employee's training shall be made available as part of the employee's personnel file. All Successful Proposer supervisors must have also completed required training and worked for six (6) continuous months as an actual guard; additionally, basic supervisory skills are required, as well as an overall knowledge of operations, locations, etc.

2.3 Proposer's Qualifications

To be considered to perform the services requested by this RFP, the Proposer must submit a proposal demonstrating the following:

- 2.3.1 The Proposer's experience in providing security services.
- 2.3.2 The Proposer's track record in working with large organizations in providing security services. (Please provide a list of relevant projects, including client contact names, titles, and phone numbers). A minimum of three (3) is required.
- 2.3.3 Proposer must demonstrate competent management experience with detailed resumes of local individuals who will oversee this project. Resumes of management personnel should demonstrate security

experience, law enforcement experience, military experience and other relevant experience.

2.4 Proposed Compensation

At the same time the Qualifications are submitted, each Proposer shall also submit one (1) sealed original and five (5) copies of proposed Contract Billing Rate information, detailing the billing rates for type of hourly rate requested. These rates must be all inclusive of direct labor, labor overhead and other direct and indirect costs for the Proposer's staff listed in the Response and for all other staff included in the Proposer's organization that will be performing the services described in this section (Section 2) "Scope of Service". This information must be sealed in a separate envelope that all other submittal information.

The required Billing Rate information shall include:

- The billable hourly rates by individual category for all job types specified.
- For each labor category, the average labor rate increases projected for each contract year.

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 Request for Proposals 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 commodities/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. This Vendor Application is "not" for any questions, contact 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 Chief Executive Officer 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. 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 Chief Executive Officer 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.

4.0. SPECIAL CONDITIONS OF PROPOSED CONTRACT(S)

4.1. Authorization

Upon authorization of the Board (if required) the Chief Executive Officer 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 Chief Executive Officer 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 Director's authorization (if required) for the execution of the Contract by the Chief Executive Officer. 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 Chief Executive Officer 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 Chief Executive Officer, 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	Trecia Demby Procurement Manager
Department	Department of Planning & Development
Address	190 NE 3 rd 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. In the event a Contract is awarded to 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:

Separate submittal packages shall be submitted for billing rates! 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 QUALIFICATION 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 on 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 security services. Licenses and any other pertinent information shall be submitted. The minimum qualification requirements for this RFP are described below. Submittals which do not contain such documentation may be deemed non-responsive.

4. Qualifications of the Firm's Management and Supervisory Team

List the members of the firm's management supervisory team. Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, including sub-consultants to be assigned to each project. 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 Projects:

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

- * Client Name, address, phone number.
- * Description of work.
- * Length of Service (Start Date and End Date).
- * Total of fees paid to firm.
- * Total cost of the construction, estimated and actual.

6. Provider should inspect all assigned facilities and provide a comprehensive security plan to MPA. This plan should include but not be limited to personnel hours and equipment. This plan shall also include cost saving measures as well recommended technical solutions.

7. 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

8. Bid Form in Separate Sealed Envelop

All Inclusive Hourly Rates to be charged for the following categories:

Bicycle Security Patrol

Command Center Monitoring

Roving Vehicle Patrol (Security Patrol in Vehicle provided by Successful Proposal)

Standard Security Patrol

For each labor category, the average labor rate increases projected for each contract year.

All hourly rates must be all inclusive of all direct and indirect costs that are related to implementation and ongoing management of the services described herein. There are no additional fees to be paid to Successful Bidder other than the hourly rates charged for hours worked in the categories above.

9. 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
 - 6.14 Bid Form
 - 6.2 Certificate of Authority
 - 6.3 Insurance Requirements
 - 6.4 Not Used
 - 6.5 Debarment and Suspension Certificate
 - 6.6 Statement of Compliance with Ordinance 10032
 - 6.7 Copy of Proposer’s Occupational License
 - 6.8 Proof of current Miami M/WBE Certification, if applicable
 - 6.9 Conflict of Interest, if applicable
 - 6.10 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 and five (5) bound copies of your complete response to this RFP must be delivered to:

Arthur Noriega V.
Chief Executive Officer
Miami Parking Authority
190 NE 3rd Street
Miami, Florida 33132

Responses must be clearly marked on the outside of the package referencing **RFP NO. 08-02 SECURITY SERVICES.**

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 <i>must be completed, signed, and returned</i> with Proposal.	YES _____
6.14 Bid Form	YES _____
6.2 Certificate of Authority , to be completed, <i>signed</i> 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 Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFP (<i>must be signed</i>)	YES _____
6.4 Not Used	N/A
6.5 Debarment and Suspension Certificate (<i>must be signed</i>)	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 Conflict of Interest, if applicable See 4.2.4 of Special Conditions of Proposed Contract	YES _____
6.9 Complete Proposal with all required documentation See 5.1 of Instructions for Submitting a Response	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 Signer



BID SHEET FOR SECURITY SERVICES

All Inclusive Hourly Rate

Bicycle Security Patrol

Command Center Monitoring

Roaming Vehicle Patrol

Standard Security Patrol

****MPA's fiscal year runs from October 1st through September 30th**

The undersigned acknowledges that the Prices proposed herein shall remain fixed for the entire term of the Miami Parking Authority shall have the sole right to reject any or all Proposals submitted in response to cancel this solicitation; to request supplemental information pertaining to submitted proposals; and to award an agreement to any party (or to award no agreement at all) solely in its best interest and in its sole discretion.

Attest:

(Company Name) _____

By: _____

(Signature – Corporate Officer)

FAILURE TO SIGN AND INCLUDE THIS FORM WITH THE PROPOSAL WILL RESULT IN IMMEDIATE DISQUALIFICATION

**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, I

_____ (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 Combined Single Limit
 - 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
 - MPA and The City of Miami included as an Insured
 - Employees included as insured
 - Contractual Liability

Waiver of Subrogation
Premises/ Operations
Care, Custody and Control Exclusion Removed

II. AUTOMOBILE BUSINESS

- A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident \$ 1,000,000
- B. Endorsements Required
MPA and The City of Miami included as an Additional Insured
Employees included as insured
Waiver of Subrogation

III. WORKER'S COMPENSATION

Limits of Liability
Statutory-State of Florida

IV. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit	
Each Occurrence	\$2,000,000
General Aggregate Limit	\$2,000,000
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 X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

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

NOTE: 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 Chief Executive Officer, 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 Chief Executive Officer 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 Chief Executive Officer, 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 Chief Executive Officer 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>
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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>
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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>
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7.0 RFP TIMETABLE AND EVALUATION/SELECTION PROCESS

RFP Available to Public	October 5, 2008
Deadline for Receipt of Questions	October 17,2008
Proposal Submission Deadline	November 14,2008
Evaluation of Proposals	Week of November 17, 2008
Recommendation to the Board of MPA	December -2008
Contract Award	January - 2009

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 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 Chief Executive Officer, 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 Chief Executive Officer who will make a recommendation to the Board.

EVALUATION CRITERIA

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

- a. **(30 Points)** Ability of Proposer to meet minimum qualifications as stipulated based on a review by the Selection Committee.
- b. **(30 Points)** Experience and past performance of Proposer and recommend plan of action.
- c. **(30 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 Chief Executive Officer shall recommend to the Board, the response or responses which the Chief Executive Officer deems to be in the best interest of the MPA. The Board shall consider the Chief Executive Officer's and the Evaluation Committees recommendation(s) and, if appropriate and required, approve the Chief Executive Officer's recommendation(s). The Board of Directors may also reject any or all responses.

EXHIBIT A

EXAMPLE OF POST ORDERS GARAGES and Lots

I. KNOWLEDGE OF GARAGE AND ITS CONTENTS

All guards should know the location of all equipment in the garage, especially those items of major importance such as:

The switches to the garage floor lights (Located in the supervisor's office).

The garage elevators and stairwells.

The elevator machine & electrical rooms.

II. DUTIES OF THE GUARD

The guard should:

- Clock in and out respectively, before and after his/her shift. The time clock is located inside the supervisor's office.
- Patrol facility (inside & out) on a continual basis, check the garage, stairs and elevators closely.
- Escort cashiers to and from the office.

III. RULES

- No radios or television sets are allowed while on duty.
- The guard is not allowed to receive any tips from customers. If the customer insists, guard must report so in the daily report.
- The guard should write a daily report in which he/she will report everything that occurred during his/her shift.
- The guard should carry the garage keys at all times.
- Guards are not to have any visitors at their post, other than visitors directly involved with the supervision of Wells Fargo or Miami Parking Authority.
- Guards should not use the telephone for personal business.
- The use of illegal drugs and the drinking of alcoholic beverages will not be permitted while on duty.

IV. CUSTOMER SERVICE

Guard needs to be aware that he/she is dealing with the general public, with various types of customers (local shoppers, office workers, concertgoers, tourists, etc.). Quality Customer Service is the highest goal of the Miami Parking Authority. As contract employees of the agency, security guards are expected to conduct themselves in a prudent, courteous and ethical manner in all situations.

V. SAFETY REGULATIONS

The Miami Parking Authority, in connection with the Security Company, strives to maintain a work environment that is free from hazards. Each guard has the duty to comply with safety and health standards that apply to his or her own actions and conduct. Very often, the guard will have to work alone when no other agency staff is immediately in the facility. The following are general procedures to benefit the guards and our customers:

- Keep driveways and sidewalks clean at all times. (Example: bottles, cans, loose papers, etc.).
- In case of a bomb threat, the guard should fill out the attached "Bomb Threat" form, notify the police immediately.
- Report all unsafe conditions to the garage supervisor if they cannot correct them themselves. Write them down on their report sheet.
- Notify the garage supervisor of any mechanical or electrical equipment problems. Do not tamper with or attempt to fix any mechanical or electrical equipment.

VI. EMERGENCIES AND APPROPRIATE ACTIONS

A. IN CASE OF ACCIDENT/INCIDENT (e.g., car break-in, vandalism, customer injury, etc.) the guard should:

- Prepare a detailed incident report and give a legible copy to the garage supervisor. Use the appropriate form. Make sure to obtain all required information.
- Get the case number from the police, if involved, or from the customer. Notify the police upon customer's request. He/she will assist customer(s) contacting the police to obtain a case number.
- Notify his/her supervisor.

B. IN CASE OF FIRE

The guard will call the Fire Department if necessary. Guard should notify the garage supervisor, and radio the security central monitoring station.

C. IN CASE OF POWER FAILURE

In the event there is a power interruption, the guard should:

1. Lock the office door
2. Check for persons inside the elevators.
3. Shut off the elevators on the second floor.
4. Once power has been restored:
 - a) Turn the elevators back on;
 - b) Notify the garage supervisor.

D. IN CASE ELEVATOR MALFUNCTION

It is the guard's responsibility to help the customer and to assure him/her that someone is coming to help.

1. The guard should use the elevator key to get the person(s) out.
 - a) Radio the security monitoring central station that would then contact the Miami Fire Department if he/she cannot get the elevator door open
 - b) Close down the elevator as soon as the customer(s) has exited.
2. Log it in his/her daily report. The garage supervisor should be given a copy of the report.

EXHIBIT B

Typical number of weekly hours by facility is provided as an example of the type and number of hours to be worked weekly. The number, type and location of hours worked will vary and a set number of hours are not guaranteed. The Successful Proposer shall be responsible for staffing the required number of hours at the agreed upon hourly rates regardless of the total number of hours requested weekly.

GARAGE 2 (Total 88 hrs)

Guard 1: Monday - Friday, 8:30 a.m. - 12:30 a.m., 1 each = 80 hrs (video surveillance/dispatch)

Guard 2: Saturday, 2:30 p.m. - 10:30 p.m., 1 each = 8 hrs

GARAGE 3 (Total 179.50 hrs)

Guard 1 G-3 Monday - Friday 5:30 a.m. 8:00 a.m. = 12.50 hours

Guard 2: Tuesday - Friday 12:00 a.m. 8:00 a.m. = 32 hours

Guard 2: Saturday & Sunday 12:00 a.m. - 8:00 a.m. = 16 hours

Guard 3: Monday - Friday 8:00 a.m. 4:00 p.m. = 40 hours

Guard 4: Monday - Friday 4:00 p.m. - 12:00 a.m. = 40 hours (vehicle patrol)

Guard 5: Saturday & Sunday 8:00 a.m. - 12:00 a.m. = 32 hours

Guard 5: Monday 12:00 a.m. - 7:00 a.m. = 7 hours

Guard 6: Monday - Friday 8:00 a.m. 4:00 p.m. = 40 hours (video surveillance/dispatch)

Guard 7: Monday - Friday 4:00 p.m. - 12:00 a.m. = 40 hours (video surveillance/dispatch)

GARAGE 4 (Total 224 hrs)

Monday - Sunday, 12:00 a.m. - 8:00 a.m. 1 each = 56 hrs

Monday - Sunday, 8:00 a.m. - 4:00 p.m. 1 each = 56 hrs

Monday - Sunday, 4:00 p.m. - 12:00 a.m. 2 each = 112 hrs

GARAGE 8 (TOTAL 212 hrs)

Monday - Sunday, 12:00 a.m. - 8:00 a.m. 1 each = 56 hours

Monday - Sunday, 8:00 a.m. - 4:00 p.m. 1 each = 56 hours

Monday - Sunday, 4:00 p.m. - 12:00 a.m. 1 each = 56 hours

Thursday - Sunday, 6:00 p.m. - 5:00 a.m. 1 each = 44 hours

Lot Nos. 11, 12, 13 (Total 70 hrs) Clock in @ G-1

Monday - Friday, 5:30 a.m. - 7:30 p.m., 1 each = 70.0(vehicle patrol)

Lot 14 & 15 (Total 70 hrs)

Monday - Friday, 5:30 a.m. - 7:30 p.m., 1 each = 14 hours

LOT 18 (Total 30 hrs)

Monday - Friday, 5:00 p.m. - 11:00 p.m., 1 each = 6 hrs

LOT 26 (Total 32.50 hrs)

Monday - Friday, 9:00 a.m. - 3:30 p.m., 1 each = 32.50 hrs

LOTS 34, 36, 38 (Total 70 hrs)

Monday-Friday, 5:30 a.m. - 7:30 p.m., 1 each = 14 hrs (vehicle patrol)

LOTS 52, 53, 54 (Total 40 hours)

Monday - Friday, 8:00 a.m. - 4:00 p.m., 1 each = 8 hours

LOT 71 (Total 24 hours)

Saturday and Sunday, 7:00 a.m. - 7:00 p.m., 1 each = 12 hours

MIAMI PARKING AUTHORITY REQUEST FOR PROPOSALS
RFP 08-02 SECURITY SERVICES

Facility	Location
Lot 11	NW 3 Ave. & NW 3 Ct. bet. NW 1-2 St., Miami, FI 33128
Lot 12	NW 3 Ave. & NW 3 Ct. bet. NW 2-3 St., Miami, FI 33128
Lot 13	NW 3 Ave. & NW 3 Ct., bet. W 3-4 St., Miami, FI 33128
Lot 14	NW 3 Ave. bet. Flagler St. & SW 1 St., Miami, FI 33130
Lot 15	Under I-95, SW 2 Ave. & River Dr. bet. SW 1-2 St., Miami, 33130
Lot 18	1355 NW 12 St., Miami, FI 33125
Lot 26	Civic Center/ N. Side (NW 13-14 Ave. bet. NW 11-12 St., 33125
Lot 34	Under Metrorail, SW 1 Ave. bet. 2-3 St., Miami, FI 33130
Lot 36	Under I-95, SW 2 St. & SW 1 Ct. (S. Side), Miami, FI 33130
Lot 38	Under I-95, SW 1 Ave. bet. SW 2-3 St., Miami, FI 33131
Lot 52	Under I-95, NE 1 Ct., bet. NE 36-37 St., Miami, FI 33127
Lot 53	Under I-95, NE 1 Ct., bet. NE 36-37 St., Miami, FI 33137
Lot 54	Under I-95, NE 2 Ave. bet. 37-38 St., Miami, FI 33137
Lot 71	2710 S. Bayshore Dr., Coconut Grove, FI 33133
Garage 1	40 NW 3 St., Miami, FI 33128
Garage 2	90 Sw 1 St., Miami, FI 33130
Garage 3	190 NE 3 St., Miami, FI 33132
Garage 4	100 SE 2 St., Miami, FI 33131
Garage 8	2850 Oak Ave., Coconut Grove, FI 33133