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**REQUEST FOR PROPOSAL ("RFP")**

**PROJECT NAME:** JANITORIAL SERVICES FOR THE CITY OF MIAMI DEPT. OF OFF-STREET PARKING  
d/b/a MIAMI PARKING AUTHORITY (MPA)

**RFP NO.:** 19-01

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**LETTER OF INTENT TO RESPOND, BY**  
10/29/2018

**SITE VISIT/PRE-BID MEETING**  
10/31/2018

**SUBMISSION OF CLARIFICATIONS, ON OR BEFORE**  
11/05/2018

**Q&A's MADE PUBLIC, BY**  
11/09/2018

**PROPOSAL SUBMISSION, ON OR BEFORE**  
11/21/2018

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**City of Miami Department of Off-Street Parking**  
**d/b/a/ Miami Parking Authority ("MPA")**  
Procurement Division  
40 NW 3<sup>rd</sup> Street, Suite 1103  
Miami, FL 33128  
Procurement@MiamiParking.com  
(305) 373-6789

SUBMITTING A COMPLETE AND TIMELY PROPOSAL IN RESPONSE TO THIS RFP IS THE SOLELY RESPONSIBILITY OF EACH PROPOSER. THE MPA IS NOT ACCOUNTABLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. THE MPA IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE, SEXUAL ORIENTATION OR DISABILITY

Additional copies of this Solicitation doc. may be obtained at [www.miamiparking.com/procurement](http://www.miamiparking.com/procurement)

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## 1.0 GENERAL TERMS AND CONDITIONS

**Intent:** The General Terms and Conditions as described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

**Definition:** A Formal Solicitation is defined as issuance of an Invitation to Bid (ITB), Request for Proposal (RFP), Request for Qualification (RFQ) or Request for Letters of Interest (RFLI) pursuant to the City of Miami Procurement Code and/or Florida Law/as amended. Formal Solicitation and "Solicitation" shall be defined in the same manner herein. "Contractor" shall mean Bidder/Proposer who enters into an Agreement with MPA.

**1.1 ACCEPTANCE OF GOODS OR EQUIPMENT-** Any good(s) or equipment delivered under this Formal Solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the Miami Parking Authority (MPA). It must comply with the terms herein and be fully in accordance with the specifications and of the highest quality. In the event the goods/equipment supplied to MPA are found to be defective or does not conform to the specifications, the MPA reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

### 1.2 ACCEPTANCE OF OFFER

The signed or electronic submission of your Solicitation response shall be considered an offer on the part of the Bidder/Proposer; such offer may be deemed to be accepted upon issuance by MPA of a purchase order or execution of an Agreement.

#### 1.2.1 DOCUMENT CHANGES/ALTERATIONS

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

**1.3 ACCEPTANCE/ REJECTION-** the MPA reserves the right to accept or reject any or all responses or parts of responses after opening/closing date and request re-issuance of the goods/services described in the Formal Solicitation. In the event of such rejection, the MPA CEO, shall notify all affected Bidders/Proposers and make available a written explanation for the rejection. MPA also reserves the right to reject the response of any Bidder/Proposer 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 Formal Solicitation. The MPA further reserves the right to waive any irregularities or minor informalities or

technicalities in any or all of the responses and may, at its discretion re-issue this Formal Solicitation.

**1.4 ADDENDA-** It is the Bidder's/Proposer's responsibility to ensure receipt of all Addenda.

### 1.5 ALTERNATE BID RESPONSES WILL NOT BE CONSIDERED.

**1.6 ASSIGNMENT-** Contractor agrees not to sub Contract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without Miami Parking Authority CEO's prior written consent.

**1.7 ATTORNEY'S FEES-** In connection with any litigation, mediation, and arbitration arising out of this Solicitation, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgement proceedings.

**1.8 AUDIT RIGHTS AND RECORDS RETENTION-** The Successful Bidder/Proposer agrees to provide access at all reasonable times to MPA or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Formal Solicitation, for the purposes of audit, examination, excerpts, and transcriptions. The successful Bidder/Proposer shall maintain and retain any and all of books, documents, papers, and records pertinent to the Contract for three (3) years after the MPA makes the final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of a resulting Agreement by MPA.

**1.9 AVAILABILITY OF CONTRACT STATE-WIDE-** Any governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this resulting Agreement and purchase any and all goods/services, specified herein from the successful Bidder(s)/ Proposer(s) at the Contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

### 1.10 AWARD OF CONTRACT:

**A.** The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire Agreement, unless modified in accordance with any ensuing Agreement, amendment, or addenda.

**B.** The award of an Agreement where there are tie Bids will be decided by the MPA CEO or designee in the instance that Tie Bids can't be determined by applying Section

287.0 87, Florida Statutes Preference to Businesses with Drug- Free Workplace Programs.

**C.** The award of a resulting Agreement may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its Contractual obligation if such documents are not submitted in a timely manner and in the form required by MPA. Where Bidder/Proposer is in default of these Contractual requirements, the MPA through action taken by the Procurement Department will void its acceptance of the Bidder/Proposer's response and may accept the response from the next lowest responsive, responsible Bidder or Proposal most advantageous to MPA or re-solicit MPA's requirements. The MPA at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder/Proposer's default.

**D.** The term of the Contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or the actual Agreement.

**E.** The MPA reserves the right to automatically extend the terms of this Agreement for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide MPA departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, MPA shall notify the Bidder/Proposer in writing of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) days extension may occur, if the MPA and the Successful Bidder/Proposer are in mutual agreement of such extensions.

**F.** Where the Agreement involves a single shipment of goods to the MPA, the Contract term shall conclude upon completion of the expressed or implied warranty periods.

**G.** The MPA reserves the right to award the Contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the MPA unless otherwise specified.

**H.** The MPA Board of Directors and/or CEO may award an Agreement to a Bidder/Proposer that meets or exceeds the minimum qualification requirements reflected herein. As a result of an ITB, RFP, RFQ, or RFLI, the MPA reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in MPA's best interests. Such Agreement will be furnished by the MPA, will contain certain terms as are in

the MPA's best interests, and will be subject to approval as to legal form by the City Attorney and Risk Management.

**1.11 BID BOND/BID SECURITY-** A cashier's check or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the MPA is required from all Bidders/Proposers, if so indicated under the Special Conditions. This check or bond guarantees that a Bidder/Proposer will accept the order or Agreement, as bid/proposed, if it is awarded to Bidder/Proposer. Bidder/Proposer shall forfeit bid deposit to the MPA should MPA award the Agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The MPA reserves the right to reject any and all surety tendered to the MPA. Bid deposits are returned to unsuccessful Bidder/Proposer within ten (10) days after the award and successful Bidder's/Proposer's acceptance of award. If sixty (60) days have passed after the date of the Formal Solicitation closing date, and no Contract has been awarded, all bid deposits will be returned on demand.

**1.12 RESPONSE FORM (HARDCOPY FORMAT)-** All forms should be completed, signed, and submitted accordingly.

**1.13 AUTHORITY OF MPA CEO-** The Chief Executive Officer of the Miami Parking Authority ("CEO"), or his designee, is further authorized to negotiate and execute all documents including any contracts, amendments, renewals, addendums, extensions, and modifications, including increases in capacity and increases to the contract funding subject to allocations, appropriations, and budgetary approval having been previously made, without the necessity of subsequent MPA Board approval in compliance with applicable regulations and in a form acceptable to MPA staff and legal sufficiency.

**1.14 BRAND NAMES-** If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or Bidder/Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade, or quality of goods only. When the MPA does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidder/Proposer shall submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the MPA to evaluate and determine the equality of the item(s) bid/proposed. The MPA CEO shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the MPA. Such samples are to be furnished after Formal Solicitation opening/closing only upon request of the MPA. If samples should be requested, such samples must be received by the MPA no later than seven (7) calendar days after a formal request is made.

**1.15 CANCELLATION-** The MPA CEO reserves the right to cancel all Formal Solicitations at his discretion before its opening/closing. In the event of Bid/Proposal cancellation, the MPA CEO shall notify all prospective Bidder/Proposers and make available a written explanation for the cancellation.

**1.16 CAPITAL EXPENDITURES-** Contractor understands that any capital expenditure that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the MPA, is a business risk which the Contractor must assume. The MPA will be not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any Contractor. If Contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not hold MPA liable for such expenditures.

**1.17 MPA NOT LIABLE FOR DELAYS-** It is further expressly agreed that in no event shall the MPA be liable for, or responsible to, the Bidder/Proposer/ Contractor/, any Sub-Contractor/Sub-Consultant, or to any other person for, or on account of, any stoppages or delays 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.

**1.18 COLLUSION-** Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, Agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the Miami Parking Authority's Procurement Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics and all applicable State and local laws. The MPA will investigate all potential situations where collusion may have occurred and the MPA reserves the right to reject any and all bids/responses where collusion may have occurred.

**1.19 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS-** Contractor understands that Contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. MPA and Contractor agree to comply with and observe all applicable laws, codes, and ordinances as that may in any way affect the goods or equipment offered including but not limited to:

**A.** Executive Order 11246, Equal Employment Opportunity, as amended which prohibits discrimination against any employee, applicant or client because of race, creed, color, national origin, sex, or age with regards to, but not limited to, the following: employment

practices, rate of pay or other compensation methods, and training selection.

- B.** Occupational, Safety, and Health Act (OHSA), as applicable to this Formal Solicitation.
- C.** The State of Florida Statutes, Section 287.133(3)(a) on Public Entity Crimes.
- D.** Environmental Protection Agency (EPA), as applicable to this Formal Solicitation.
- E.** Uniform Commercial Code (Florida Statutes, Chapter 672).
- F.** Americans with Disabilities Act of 1990, as amended from time to time.
- G.** National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H.** National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I.** City Procurement Ordinance City Code Chapter 18, Article III
- J.** Conflict of Interest, City Code Chapter 2, Article IV.
- K.** RESERVED
- L.** The Florida Statutes and Local Government Prompt Payment Act, Chapter 218, Part VII.

Lack of knowledge by the Bidder/Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of Contract(s). Copies of the City Ordinances may be obtained from the City Clerk's Office.

#### **1.20 RESERVED**

**1.21 CONFIDENTIALITY-** As a Public Entity, the Miami Parking Authority is subject to the Florida Sunshine Act and Public Records Law. A confidentiality provision shall have no application when disclosure is required by Florida law or upon court order.

**1.22 CONFLICT OF INTEREST-** Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the Miami Parking Authority is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the MPA. Further, you must disclose the name of any MPA employee who owns, directly or indirectly, an interest of ten percent (10%), as per Section 2-11.1. (b) (8) of the Miami-Dade County Code, or more of the total assets of capital stock in your firm.

**A.** Bidder/Proposer further agrees not to use or attempt to use any knowledge or property or resource which may be within his/her/its/ trust, or perform his/her/its duties, to secure a special privilege benefit, or exemption for himself/herself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position,

except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit or for the personal gain or benefit of any other person or business entity.

**B.** Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the MPA or any person or agency acting for the MPA and has not appeared in representation of any third party before any board, commission or agency of the MPA within the past two (2) years. Bidder/Proposer further warrants that he/she/it is not related, specifically to the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any MPA employee; or (iv) any member of any board agency of the MPA.

**C.** A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services Agreement with MPA, imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to actions by the Miami-Dade County Commission on Ethics.

### **1.23 COPYRIGHT OR PATENT RIGHTS-**

Bidder/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal Solicitation, and Bidder/Proposer agrees to hold MPA harmless from any and all liability, loss, or expense occasioned by any such violation.

**1.24 COSTS INCURRED BY BIDDER/PROPOSER-** 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 Bidder(s)/Proposer(s).

### **1.25 DEBARMENT AND SUSPENSIONS (SEC 18-107 CITY OF MIAMI CODE); (WITHIN CONTEXT OF SEC 18-72)**

**(a)** Authority and requirement to debar and suspend. After reasonable notice to an actual prospective Contractual Party, and after reasonable opportunity for such party to be heard, the Chief Procurement Officer or designee, after consultation with the MPA CEO or designee, 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 MPA CEO or designee, within the context of Sec 18-72, shall also have the authority to suspend a Contractual Party 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 the City of Miami Code.

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

**(1)** Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or Sub-Contract, or incident to the performance of such Contract or Sub-Contract.

**(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 Anti-trust Statutes arising out of the submission of Bids or Proposals.

**(4)** Violation of Contract provisions, which is regarded by the MPA CEO or designee, 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.

**(7)** Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.

**(8)** Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

**(9)** Any other cause judged by the MPA CEO or designee 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 in 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).

**(d)** Debarment and suspension decisions. Subject to the provisions of paragraph (a), the MPA CEO or designee, shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

**1.26 DEBARRED/ SUSPENDED VENDORS-** An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a Contract to provide 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, may not submit response on leases of real property to public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant

under Contract with any public entity, and may not transact business with any public entity.

**1.27 DEFAULT/FAILURE TO PERFORM-** the CEO shall be the sole judgement of non-performance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and /or to fulfill any portion of this Contract within the time stipulated. Upon default by the successful Bidder/Proposer to meet any terms of this Agreement, the MPA will notify the Bidder/Proposer of the default and provide the Contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the three (3) days shall result in the Contract being terminated and upon the MPA notifying in writing the Contractor of its intentions and the effective date of termination. The following shall constitute default:

**A.** Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the Contract.

**B.** Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely to ensure timely completion.

**C.** Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non-conforming with the terms of the Contract.

**D.** Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy, or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment render the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.

**E.** Failure to comply with any of the terms of the Contract in any material aspect. All costs and charges incurred by the MPA as a result of default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may be become due on this Contract.

**1.28 DETERMINATION OF RESPONSIVENESS-** Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the Formal Solicitation, includes all documentation, is submitted in the format outlined in the Formal Solicitation, and is submitted and received by MPA within the time specified, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a response non-responsive.

**1.29 DISCOUNTS OFFERED DURING TERM OF CONTRACT-** Discount prices offered in the response shall be fixed after the award by the MPA Board of Directors, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the Contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the MPA Board of Directors. Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the MPA.

**1.30 DISCREPANCIES, ERRORS, AND OMISSIONS-** Any discrepancies, errors, or ambiguities in the Formal Solicitation or Addenda (if any) should be reported in writing to the MPA's Procurement Division. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will be part of the purchase Agreement (Contract documents). The MPA will not be responsible for any oral instructions, clarifications or other communications.

**A.** Order of Precedence- Any inconsistency in this Formal Solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

- 1) Addenda (as applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

**1.31 EMERGENCY/DISASTER PERFORMANCE-** In the event of a hurricane or other emergency or disaster situation, the Bidder/Proposer shall provide the MPA with the commodities/services defined within the scope of this Formal Solicitation at the price contained within the Bidder/Proposer's response. Further, Bidder/Proposer shall deliver/perform for the MPA on a priority basis during such times of emergency.

**1.32 ENTIRE ITB/BID CONTRACT OR AGREEMENT-** The ITB Contract Agreement consists of this MPA Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written Agreement entered into by the Miami Parking Authority and Contractor in cases involving ITBs, RFPs, RFQs, and RFLIs, It shall represent the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, if any made by and between the parties. To the extent that the ITB conflicts with, modifies, alters or changes any of the terms and conditions contained in the Contract, the Contract shall prevail. In the event of conflict in the Contract Documents the priorities stated shall govern; revisions (amendments) to the Contract which are executed shall govern over the Contract. The Contract shall govern over the ITB, any addendum to the ITB and the ITB response. The ITB shall govern over the ITB response.

**1.33 ESTIMATED QUANTITIES-** Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the Contract period. The MPA is not obligated to place an order for any given amount subsequent to the award of this Agreement. Said estimates may be used by the MPA for purposes of determining the low Bidder or most advantageous Proposer meeting specifications. The MPA reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

### **1.34 EVALUATION OF RESPONSES-**

#### **A. Rejection of Responses**

The Miami Parking Authority may reject a response for any of the following reasons:

- 1) Bidder/Proposer fails to acknowledge receipt of Addenda;
- 2) Bidder Proposer misstates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required and;
- 6) Response was not executed by the Bidder's/Proposer's authorized agent
- 7) Bidder/Proposer is not registered in the Florida Division of Corporations
- 8) Responses vary from the provided specifications

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The MPA may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the MPA.

#### **B. Elimination from Consideration**

- 1) A Contract shall not be awarded to any person or firm which is in arrears to MPA upon any debt or Contract, or which is a defaulter as surety or otherwise upon any obligation to the MPA.
- 2) A Contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous Contract with the MPA or deliver on time Contracts of a similar nature.
- 3) A Contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

#### **C. Determination of Responsibility**

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all Contractual

requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the MPA.

2) The MPA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the MPA or any other governmental entity in making the award.

3) The MPA may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

### **1.35 EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS-**

No exceptions shall be taken to the general conditions and/or special conditions or specifications. Any exception taken may be subject to being deemed non-responsive.

**1.36 F.O.B. DESTINATION-** Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Bidder/Proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the Bid/Proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

**1.37 FIRM PRICES-** The Bidder/Proposer warrants that prices, terms, and conditions quoted in its response will remain firm for the period of performance or resulting purchase orders or Contracts, which are to be performed or supplied over a period of time.

### **1.38 RESERVED**

**1.39 GOVERNING LAW AND VENUE-** The validity and effect of this Agreement shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**1.40 HEADINGS AND TERMS-** The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be constructed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

### **1.41 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)-**

Any person or entity that performs or assists the MPA with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended and the Miami Parking Authority Privacy Standards. HIPAA mandates for privacy, security and



electronic transfer standards, which include but are not limited to:

- A. Use of information only for performing services required by the Contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the MPA of any non-permitted use or disclosure;
- D. Assurances that any agents and sub-Contractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making Protected Health Information (PHI) available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the MPA for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the MPA for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/Proposer must give its customers written notice of its privacy information practices, including specifically, a description of types of uses and disclosures that would be made with protected health information.

**1.42 INDEMNIFICATION-** Contractor shall indemnify, hold harmless and defend the MPA, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the MPA, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the MPA, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against MPA by reason of any such claim or demand, Contractor shall, upon written notice from MPA, resist and defend such action or proceeding by counsel satisfactory to MPA. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the MPA or its officers, employees, agents and instrumentalities as herein provided. The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at MPA's option, any and all claims of liability and all suits and actions of every name and

description which may be brought against MPA whether performed by Contractor, or persons employed or utilized by Contractor. This indemnity will survive the cancellation or expiration of the Contract. Contractor shall require all Sub-Contractor Agreements to include a provision that they will indemnify the MPA. The Contractor agrees and recognizes that the MPA shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the MPA participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the MPA in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement. Nothing contained in this Agreement in any way is intended to be a waiver of the limitation placed upon the City or MPA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the MPA does not waive sovereign immunity, and no claim or award against the MPA shall include attorney's fees, investigative costs or pre-judgment interest. This Section 1.42 shall survive the termination of the Agreement.

**1.43 FORMATION AND DESCRIPTIVE LITERATURE-** Bidder/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or file with will not satisfy this provision.

**1.44 INSPECTIONS-** The MPA may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City and or MPA deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City and or MPA representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

**1.45 INSPECTION OF RESPONSE-** Responses received by the MPA pursuant to a Formal Solicitation will not be made available until such time as the MPA provides notice of a decision or intended decision within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via e-mail to the Procurement Department. Tabulations are also available on MPA's Web Site following recommendation for award.

**1.46 INSURANCE-** Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish evidence of Insurance to the Procurement Department. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City and MPA shall be listed as an "Additional Insured." Issuance of a purchase order and or Agreement 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 Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City and MPA. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the Contractor shall be in default of the Contractual terms and conditions and shall not be awarded the Contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City and MPA. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604. The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the Contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

**1.47 INVOICES-** Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc.); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act) Part VII.

**1.48 LOCAL PREFERENCE**

**A.** City Code Section 18-85, states, "when a responsive, responsible non-local Bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local Bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local Bidder, then that non-local Bidder and each of the aforementioned responsive, responsible local Bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local Bidder. Contract award shall be made to the lowest responsive, responsible Bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local Bidder and a non-local Bidder, Contract award shall be made to the local Bidder."

**1.49 MANUFACTURER'S CERTIFICATION-** The MPA reserves the right to request from Bidders/Proposers separate Manufacturer's Certification of all statements made in the Bid/Proposal. Failure to provide such certification may result in the rejection of Bid/Proposal or

termination of Contract/Agreement, for which the Bidder/Proposer must bear full liability.

**1.50 MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS-** No Contract or understanding to modify this Formal Solicitation and resultant purchase orders or Contracts, if applicable, shall be binding upon the MPA unless made in writing by the MPA CEO, through the issuance of a change order, addendum, amendment, or supplement to the Contract, purchase order or award sheet as appropriate.

**1.51 NO PARTNERSHIP OR JOINT VENTURE-** Nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between MPA and Contractor, or to create any other similar relationships between the parties.

**1.52 NON-CONFORMANCE TO CONTRACT CONDITIONS-** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the MPA. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense.

These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in Bidder/Proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the supplier's name being removed from the MPA's supplier list.

**1.53 NON-DISCRIMINATION-** Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this Formal Solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity. In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

**1.54 NON-EXCLUSIVE CONTRACT/PIGGYBACK PROVISION-** At such times as may serve its best interest, the MPA reserves the right to advertise for, receive, and award additional Contracts for these goods and/or services, and to make use of other competitively bid

(governmental) Contracts, Agreements, or other similar sources for the purchase of these goods and/or services as may be available. It is hereby agreed and understood that this Formal Solicitation does not constitute the exclusive rights of the successful Bidder(s)/Proposer(s) to receive all orders that may be generated by the MPA in conjunction with this Formal Solicitation.

**1.55 LOCAL BUSINESS TAX-** Any person, firm, corporation or joint venture, with a business location in the City of Miami and who is submitting a Response under this Formal Solicitation shall meet the City's Local Business Tax requirements in accordance with Chapter 31, Article II of the City of Miami Code. Others with allocation outside the City of Miami shall meet their Local Business Tax requirements. A copy of the Local Business Tax Receipt (BTR) must be submitted with the response; however, the MPA may at its sole option and in its best interest allow the Bidder/Proposer to supply the BTR to the MPA during the evaluation period, but prior to award.

**1.56 ONE PROPOSAL-** Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

**1.57 OWNERSHIP OF DOCUMENTS-** It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the MPA to the successful Bidder/Proposer pursuant to this Formal Solicitation shall at all times remain the property of the MPA and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the MPA.

**1.58 PARTIAL INVALIDITY-** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**1.59 PERFORMANCE/PAYMENT BOND-** A Contractor shall be required to furnish a Performance/Payment Bond as part of the requirements of a resulting Agreement, in an amount equal to one hundred percent (100%) of the Contract price.

**1.60 PREPARATION OF RESPONSES (HARDCOPY FORMAT)-** Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All Proposal amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

**A.** Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer

shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

**B.** If so required, the unit price for each unit offered shall be shown, and such price shall include packaging handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

**C.** The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

**D.** The Bidder/Proposer should retain a copy of all response documents for future reference.

**E.** All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

**F.** Responses are to remain valid for at least 180 days. Upon award of a Contract, the content of the Successful Bidder's/Proposer's response may be included as part of the Contract, at the MPA's discretion.

**G.** The MPA Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. If submitting Hardcopy format, the original and three (3) copies of these sets of forms, unless otherwise specified, and any required attachments must be returned to the Miami Parking Authority or your response may be deemed non-responsive.

**1.61 PRICE ADJUSTMENTS-** Any price decrease effectuated during the Contract period either by reason of market change or on the part of the Contractor to other customers shall be passed on to MPA.

**1.62 PRODUCT SUBSTITUTES-** In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the MPA's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

**1.63 CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS-** Contractor

represents and warrants to the MPA that it has not employed or retained any person or company employed by the MPA to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

**1.64 PROMPT PAYMENT-** Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes. Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the MPA, whichever is later. When the MPA is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Contract, but the invoice does not reflect the existence of a cash discount, the MPA is entitled to a cash discount with the period commencing on the date it is determined by the MPA that a cash discount applies. Price discounts off the original prices quoted on the Price Sheet will be accepted from successful Bidders/Proposers during the term of the Contract.

**1.65 PROPERTY-** Property owned by Miami Parking Authority is the responsibility of the Miami Parking Authority. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the MPA. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to Miami Parking Authority facilities, shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

**1.66 PROVISIONS BINDING-** Except as otherwise expressly provided in the resulting Contract, all covenants, conditions, and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**1.67 PUBLIC ENTITY CRIMES-** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a

response 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, may not submit responses on leases 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 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.68 PUBLIC RECORDS-** Contractor will keep adequate records and supporting documentation, which concern or reflect its Scope of Services hereunder. Records subject to the provisions of the Public Records Law, Florida Statutes Chapter 119, shall be kept in accordance with the applicable statutes. Otherwise, the records and documentation will be retained by the Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The MPA, or any duly authorized agents or representatives of the MPA, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity shall be conducted only during normal business hours upon reasonable advance written notice. Contractor shall not be responsible for indemnifying MPA to the extent its employee is residing in MPA facilities as an extension of MPA Staff and under direct MPA supervision. Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keep and maintain public records that ordinarily and necessarily would be required by the MPA to perform this service; (2) provide the public with access to public records on the same terms and conditions as the MPA would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost, to the MPA all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and, (5) provide all electronically stored public records to the MPA in a format compatible with the MPA information technology systems.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS YALETZA MORALES, 305-373-6789, at [PublicRecords@MiamiParking.com](mailto:PublicRecords@MiamiParking.com). MIAMI PARKING**

**AUTHORITY, 40 NW 3<sup>RD</sup> STREET SUITE 1103, MIAMI, FL 33128.**

**1.69 QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT-** All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this Solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

**1.70. QUALITY OF WORK/SERVICES** - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

**1.71. REMEDIES PRIOR TO AWARD (Sec. 18-106)** - If prior to Contract award it is determined that a Formal Solicitation or proposed award is in violation of law, then the Solicitation or proposed award shall be cancelled by the MPA CEO, as may be applicable, or revised to comply with the law.

**1.72. RESOLUTION OF CONTRACT DISPUTES (CITY OF MIAMI CODE, SEC. 18-105); (WITHIN THE CONTEXT OF SEC 18-72)**

(a) Authority to resolve Contract disputes. The MPA CEO or designee, after obtaining the approval of the City Attorney, shall have the authority to resolve controversies between the Contractual Party and the MPA which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the MPA Board of Directors must approve the MPA CEO or designee's, decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the MPA CEO or designee.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the MPA CEO or designee, shall promptly render a written report stating the reasons for the action taken by the MPA Board of Directors or the MPA CEO or designee, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

**1.73. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (City of Miami Code, Sec. 18-104)**

(a) Right to protest. The following procedures shall be used for resolution of protested Solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000. Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing, within the context of Section 18-72 of the City Code.

## **1. Protest of Solicitation.**

i. Any prospective Proposer who perceives itself aggrieved in connection with the Solicitation of a Contract may protest to the MPA CEO or designee. A written notice of intent to file a protest shall be filed with the MPA CEO or designee within three days after the ITBs, RFPs, RFQs, or RFLIs is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the MPA CEO or designee; or

ii. Any prospective Bidder who intends to contest the Solicitation Specifications or a Solicitation may protest to the MPA CEO or designee. A written notice of intent to file a protest shall be filed with the MPA CEO or designee within three days after the Solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the MPA CEO or designee.

## **2. Protest of Award**

i. Written notice of intent to file a protest shall be filed with the MPA CEO or designee within two (2) days after receipt by the Proposer of the notice of the Procurement Administrator's recommendation for award of Contract, which will be posted on the Miami Parking Authority Procurement Department's website. The Bidder/Proposer must contact the Procurement Administrator for that Solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended Bidder may protest to the MPA CEO or designee. A written notice of intent to file a protest shall be filed with the MPA CEO or designee within two (2) days after receipt by the Bidder of the notice of the MPA's responsiveness or non-responsibility. The receipt by Bidder of such notice shall be confirmed by the MPA via electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the MPA CEO or designee.

iii. A written protest based on any of the foregoing must be submitted to the MPA CEO or designee within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the MPA CEO or designee. The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination. The written protest shall state with particularity the specific facts and law upon which the protest of the Solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the MPA CEO or designee at the time of filing the protest shall be permitted in the consideration of the written protest. No time will be added

to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

**(b) Authority to resolve protests.** The Chief Procurement Officer or designee shall have the authority, subject to the approval of the MPA CEO or designee, and the City Attorney, to settle and resolve any written protest. The MPA CEO or designee shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the MPA Board of Directors within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the MPA CEO or designee shall be submitted for approval or disapproval thereof to the MPA Board of Directors after a favorable recommendation by the City Attorney and the MPA CEO or designee.

**(c) Compliance with filing requirements.** Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the MPA CEO or designee within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

**(d) Stay of Procurements during protests.** Upon receipt of a written protest filed pursuant to the requirements of this section, the MPA shall not proceed further with the Solicitation or with the award of the Contract until the protest is resolved by the MPA CEO or designee, or the MPA Board of Directors as provided in subsection (b) above, unless the MPA CEO or designee makes a written determination that the Solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

**(e) Costs.** All costs accruing from a protest shall be assumed by the protestor.

**(f) Filing Fee.** The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the MPA CEO or designee and/or the MPA Board of Directors, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for

the administrative proceedings as prescribed by subsection (e) above.

**1.74. SAMPLES** - Samples of items, when required, must be submitted within the time specified at no expense to the MPA. If not destroyed by testing, Bidder(s)/Proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the MPA.

**1.75. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES** - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Agreement, or any part of its operations, or assign any portion of the performance required by this resulting Agreement, except under and by virtue of written permission granted by the MPA through the proper officials, which may be withheld or conditioned, in the MPA's sole discretion.

**1.76. SERVICE AND WARRANTY** - When specified, the Bidder/Proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

**1.77. SILENCE OF SPECIFICATIONS** - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement. If your firm has a current Contract with the State of Florida, Department of General Services, to supply the items on this Solicitation, the Bidder/Proposer shall quote not more than the Contract price; failure to comply with this request will result in disqualification of bid/proposal.

**1.78 SUBMISSION AND RECEIPT OF RESPONSES-** Responses shall be submitted in hardcopy format to the Administrative offices of Miami Parking Authority, 40 NW 3<sup>rd</sup> St. Suite 1103, Miami, FL 33128 ATTN Procurement Department, at or before the specified closing date and time as designated in the ITB, RFP, RFQ, or RFLI. **NO EXCEPTIONS.** Late submissions shall be rejected. Bidders/Proposers are welcome to attend the Solicitation closing; however, no award will be made at that time.

**1.79. TAXES** - The MPA is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by

the Bidder/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 Bidder/Proposer.

**1.80. TERMINATION** – The MPA CEO, reserves the right to terminate this Contract with or without cause by written notice to the Contractor effective the date specified in the notice should any of the following apply:

**A.** The Contractor is determined by the MPA to be in breach of any of the terms and conditions of the Contract.

**B.** The MPA has determined that such termination will be in the best interest of the MPA to terminate the Contract for its own convenience;

**C.** Funds are not available to cover the cost of the goods and/or services. MPA's obligation is contingent upon the availability of appropriate funds.

**1.81. TERMS OF PAYMENT** - Payment will be made by MPA after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by MPA. Payments shall be made after delivery within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services pursuant to Section 281.74, Florida Statutes and other applicable laws.

**1.82. TIMELY DELIVERY** - Time will be of the essence for any orders placed resulting from this Solicitation. The MPA reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular MPA business hours unless otherwise specified in the Special Conditions.

**1.83. TITLE** - Title to the goods or equipment shall not pass to the MPA until after the MPA has accepted the goods/equipment or used the goods, whichever comes first.

**1.84. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE**- All Responses submitted to the MPA are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets." If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside. Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless MPA for any award to a plaintiff for damages, costs or attorney's

fees and for costs and attorney's fees incurred by the MPA by reason of any legal action challenging your claim.

**1.85. UNAUTHORIZED WORK OR DELIVERY OF GOODS**- The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the Contract or any work performed by an employee not otherwise previously authorized.

**1.86. 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 Solicitation are to be mentioned, or imply the name of the MPA, without prior express written permission of the MPA CEO or designee or the MPA Board of Directors.

**1.87. RESERVED**

**1.88. VETERAN BUSINESS ENTERPRISE OPPORTUNITY** - In accordance with Section 18-110 of the City Code, after applying local preference provided in the City procurement ordinance, when considering two or more bids, proposals or other replies for the procurement of goods, equipment and Contractual services, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including without limitation, price, quality, and service, shall award such procurement or Contract to the certified veteran business enterprise. If a certified veteran business enterprise entitled to the vendor preference under this section and one or more businesses entitled to this preference as provided in this section or another vendor preference under the city procurement ordinance submit bids, proposals, or replies for procurement of goods, equipment and Contractual services which are equal with respect to all relevant considerations, including price, quality, and service, the city shall award the procurement or Contract to the business having the smallest net worth. MPA reserves the right to seek liquidated damages from Bidder/Proposer for services rendered in an untimely manner.

**1.89 EMPLOYEES AND SUB-CONTRACTORS ARE THE RESPONSIBILITY OF SUCCESSFUL PROPOSER**- All employees of the Successful Proposer shall be considered to be, at all times, the sole employees of the Successful Proposer under its sole direction/control and not employees or agents of the MPA. The Successful Proposer shall supply competent and physically capable employees. The MPA may require the Successful Proposer to remove an employee the MPA deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment under the Agreement is not in the best interest of the MPA. Each employee shall have and wear proper identification. All personnel of the Successful Proposer 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. The Successful Proposer, its employees, agents or representatives, shall be deemed to be independent Contractors and not agents or employees of the City or MPA, and shall not attain any rights or benefits under the civil service or pension ordinances of the City or MPA, or any rights generally afforded classified or unclassified employees. Contractor, its employees, agents or representatives, shall not be entitled to Florida Worker's Compensation benefits as an employee of the City or MPA.

Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

#### **1.90 APPLICATION (SEC 18-72 CITY OF MIAMI CODE)**

**(A) Application.** Regardless of the source of funds, including state and federal assistance monies, and except as otherwise specified by law, the provisions of this article shall apply to every purchase/procurement by:

- (1) All city entities or boards, as hereinafter defined, except for the community redevelopment agencies.
- (2) The Downtown Development Authority, the department of off-street parking, Liberty City Community Revitalization Trust, Civilian Investigative Panel, Bayfront Park Management Trust, Virginia Key Beach Park Trust, and the Miami Sports and Exhibition Authority (each referred to herein as the "board" or "city entity," as applicable); provided, however, that:
  - a. With respect to each board, the following terms shall have the meanings ascribed to them in this section:
    1. "City" shall mean the board.
    2. "City manager" shall mean the executive director of the board.
    3. "Chief procurement officer" shall mean the executive director of the board or his or her designee.
    4. "City commission" shall mean the board of directors of the board.
  - b. The cone of silence shall not apply to any board or city entity set forth in subsection 18-72(2) herein or the community redevelopment agencies.

(Ord. No. 12271, § 2, 8-22-02; Ord. No. 12354, § 1, 4-10-03; Ord. No. 13380, § 2, 5-9-13; Ord. No. 13586, § 2, 1-28-16)

**1.91 FORCE MAJEURE-** A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, cyber-attack, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such



## **2.0 SPECIAL TERMS AND CONDITIONS**

### **2.1 OVERVIEW**

The City of Miami Department of Off-Street Parking, a/k/a Miami Parking Authority (“MPA”), an agency and instrumentality of the City of Miami, Florida, hereby invites you to submit a proposal for janitorial services, as described in 2.3 Scope of Work. If you would like to submit a proposal, please refer to Sections 1.60 and 1.78. of this Solicitation. For any proposal to be considered, it must fully conform to all stated requirements, as defined in this RFP.

Any questions regarding this RFP should be submitted in writing to [Procurement@MiamiParking.com](mailto:Procurement@MiamiParking.com), on or before 05 November 2018.

In the best interest of MPA, the CEO or his designee has discretion and sole authority, by written addendum, to:

- (a) Accept or reject any proposal
- (b) Amend the RFP, in whole or in part
- (c) Cancel, and/or re-advertise the RFP

Proposals received after the stated due date/time will not be considered, unless it is in the best interest of the MPA to determine otherwise.

The MPA intends to conduct a site visit on 31 October 2018 at 10:00am and all prospective offerors interested in submitting a competitive offer are invited to attend. The names of the participants must be emailed to [Procurement@MiamiParking.com](mailto:Procurement@MiamiParking.com) no later than three (3) business days prior to the site visit date. Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. No video/recording capturing is allowed.

### **2.2 PURPOSE**

The MPA intends to instrument a multi-year contract, subject to prior approval by its Board of Directors (“BOD”). An award recommendation will be made on behalf of the responsible proposer whose fixed price proposal is examined and judged to be most beneficial to the MPA, based on the evaluation factors established in 5.0. The MPA intends to recommend contract award to its BOD based on initial offers, without holding discussions. However, if needed, negotiations or discussions may be held in good faith with a proposer within competitive range. If the MPA and the proposer fail to finalize a mutually acceptable agreement, the MPA may terminate discussions and initiate negotiations with the following best-ranked proposer, until a contract is executed, or all proposals are rejected. No proposer shall have any rights in the subject project or against MPA arising from such negotiations. Under a contract resulting from this RFP, the MPA and the awardee will enter into a mutually binding agreement governed by the terms and conditions set forth in this RFP. By submitting a complete proposal, the proposer certifies acceptance and agreement to all terms and conditions, procedures, evaluation criteria, and instructions stated in this RFP and subsequent contract. All proposers are encouraged to carefully read and pay attention to all information provided in this RFP, and to submit a proposal accordingly. Proposers must make the necessary entry in all blanks provided for responses. All documents attached to this RFP constitute the RFP. All proposers must complete/submit/return the RFP package with all information relevant for to proper offer analysis, in the same order in which it was issued. Notes, exceptions, and comments by proposer may be rendered as attachments, provided the same format of this RFP text is followed. All proposals shall be submitted in a properly identified sealed envelope, with the opening date info. clearly noted on the outside of the envelope. Proposers must address/respond each requirement in the RFP. All proposals must be concise, complete and clear.

### **2.3 SCOPE OF WORK (SOW)**

All commodities supplied, or services rendered under a contract resulting from this RFP, must comply with the specifications and requirements detailed in this RFP.

- 2.3.1 Provide janitorial services for the MPA Courthouse Center Garage located at 40 NW 3<sup>rd</sup> Street Miami, FL 33128. Contractor shall be responsible for all material, supplies, equipment, and labor necessary to perform works as stated herein.
- 2.3.2 Contractor shall perform the services five (5) days per week, Monday through Friday between the hours of 6:00pm to 10:00pm.

2.3.3 All services performed shall be subject to inspection and acceptance by the Office Manager or designee while the work is in progress or after its completion. If any or all tasks are determined to be unsatisfactory to the required standards or are found not to conform to the scope of services stated herein, the Office Manager or designee, shall notify the Contractor and the Contractor shall take immediate steps to make corrective action and schedule re-inspection. MPA will be the sole judge as to the acceptability of the work and the condition of the facilities.

2.3.4 Services Schedule:

**2.3.4(a) WEEKLY - (Every Thursday)**

➤ Lobbies, Offices, Lunch Areas, Terrace and Coin Room contractor shall:

1. Clean coin room
2. Mop terrace floors
3. Polish railings on terrace
4. Clean terrace panels (after 4:00pm)
5. Clean all picture frames
6. Clean the inside of the refrigerators

**2.3.4(b) MONTHLY - (Last Friday of Each Month)**

➤ Lobbies, Offices, Lunch Areas, Terrace, Coin Room:

1. High dust, removing any cobwebs
2. Polish all glass panels above 6 feet
3. Clean air conditioning vents and light fixtures
4. Clean base boards

**2.3.4(c) QUARTERLY**

➤ ALL Areas:

1. Stip, seal, and wax floors (including Office Supply Rooms, Central File Room, IT Room, Coin Room, Security Office)
2. Wash all trash cans
3. Clean all light fixtures covers inside and outside
4. Shampoo carpeting including the hallway

**2.3.4(d) DAILY**

➤ Lobby, Offices, Lunch Areas:

1. Dispose of all trash and replace trash can liners as needed.
2. Dust and polish all furniture including cabinets, counters, as well as the terrace.
3. Vacuum all carpeted areas including the hard to reach areas.
4. Sweep and mop all hard surface floors
5. Spot clean walls, doors, door jams, partitions, light switches removing smudges and fingerprints
6. Clean all windows and glass panels and doors up to six (6) feet

**2.3.4(e) DAILY**

➤ Hallways:

1. Vacuum all carpeted areas.
2. Sweep and mop all tiled areas.
3. Polish elevator walls removing smudges and fingerprints,
4. Wash and polish water fountains.
5. Remove smudges and fingerprints from glass panels and doors

**2.3.4(f) DAILY**

➤ Restrooms:

1. Sweep and mop all floor areas.
2. Clean and sanitize fixtures, wash basins, countertops, urinals, toilets and toilet seats.
3. Clean and polish all mirrors and bright works including dispensers.
4. Damp wipe walls, doors and partitions.
5. Dispose of all trash and replace trash can liners as needed.
6. Replenish paper and soap supplies as needed.
7. Sanitize and polish all fixtures

2.3.5 The Contractor shall provide all cleaning supplies and equipment such as toilet cleaner, Lysol, and vacuum. The MPA shall provide trash can liners, paper towels, toilet paper, and hand soap.

2.3.6 Contractor personnel are to be considered at all times, sole employees of the successful proposer under its exclusive direction and responsibility, and not regarded as MPA employees or agents. The successful proposer shall supply competent and physically capable employees. The MPA may require the successful proposer to

remove an employee deemed careless, incompetent, insubordinate or otherwise objectionable and whose continued performance under the contract is not in the best interest of the MPA. Each employee shall have and wear proper identification. Contractor personnel must be fully qualified to engage contract performance as required, and must be covered by Workers Compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the MPA. No contractor personnel may receive any MPA employment benefit. Contractor personnel must take the following actions to identify themselves as non-MPA employees:

- a) Use an email signature block that shows name, and company affiliation.
- b) In person, clearly identify themselves and their contractor affiliation.
- c) Contractor personnel may not utilize MPA logos.

2.3.7 Proposer shall designate a Project Manager who must liaison with the MPA and be available on a daily basis during regular business hours, Monday through Friday, for purposes of addressing complaints and/or performance issues.

**2.4 PRICE SCHEDULE**

Total of Base and Option Years	Firm/Fixed Monthly Charge	Total Annual Amount
Base Year, Sub-Total	\$	\$
Option Year 1, Sub-Total	\$	\$
Option Year 2, Sub-Total	\$	\$
Option Year 3, Sub-Total	\$	\$
Grand Total for Base +All Option Years	\$	

**3.0 CLARIFICATIONS**

Additional information or clarifications must be requested by email to [Procurement@MiamiParking.com](mailto:Procurement@MiamiParking.com), specifying the RFP number and title, proposer’s name, point of contact, email and phone number. Prior to the proposal submission due date, the MPA will make publicly available the responses to all questions, clarifications, inquiries that were timely and properly submitted.

3.1 Deviations from the described specifications or SOW in this RFP are not accepted, unless otherwise stated. Oral discussions, questions, etc. that may arise before, during or after the site visit/pre-bid meeting, do not change the Scope of Work or this RFP. Any changes or corrections must be made by written addendum and publicly available. In the case of apparent or evident conflict between the base RFP and any Addenda issued, the last Addendum document issued shall prevail.

**4.0 PERIOD OF PERFORMANCE**

The performance period under a contract resulting from this RFP is one (1) year starting from the date stated on the Notice to Proceed, with three (3) 12-month optional periods, renewable at the sole discretion of the MPA. The successful proposer must not begin works until it receives a written Notice to Proceed from the MPA. Failure to comply with this is considered unauthorized work.

**5.0 EVALUATION FACTORS/CRITERIA**

The MPA will perform an initial review of proposals/quotations received to determine compliance with the terms of the RFP and may reject as unacceptable proposals that do not conform to the solicitation. The MPA will award a contract resulting from this RFP to a responsive and responsible proposer that meets or exceeds the qualification requirements and is within competitive range, as stated in 2.2. The evaluation process allows a total of 100 possible points and shall include an Evaluation Committee, as well as assessing the following:

- a. *Responsiveness* - (15 Points). The MPA will perform an initial review of proposals received to determine full compliance and conformity in all material aspects with the terms of the RFP. Unacceptable proposals that do not meet the RFP requirements may be rejected at this stage.
- b. *Capability* - (40 Points). The Selection Committee will review past performance and previous experience with projects similar in nature, along with all pertinent information included in the proposal. The MPA reserves the right to do unannounced visits to any proposer’s office/facilities/grounds, if there is a need.

- c. *Pricing* - (35 Points). The MPA reserves the right to decline proposals that are not within competitive range, including, but not limited to, unreasonably low or high in price.
- d. *Responsibility* - (5 Points). The Selection Committee will determine contractor responsibility by analyzing whether the proposer complies with the RFP requirements and has the capacity to perform accordingly, including but not limited to:
  - ✓ Adequate resources (financial, equipment, facilities).
  - ✓ Capability to undertake the required performance period, considering existing commercial and business commitments.
  - ✓ Satisfactory history of integrity and business ethics.
  - ✓ Required organization, experience, skills.
  - ✓ Be qualified and eligible under applicable laws and regulations.
  - ✓ Letters of recognition of service to the community during the past three (3) years.
  - ✓ Proof of contributions (cash, property, in-kind services) to civic/educational/social organizations, etc.
- e. *Local Office* - (5 Points). Per Sec. 18-86 of the City of Miami Procurement Code, the MPA CEO, or CPO may include a five percent (5%) evaluation criterion in favor of proposers who maintain a local office within Miami-Dade County, as defined in Sec. 18-73 of the City of Miami Procurement Code.

After reviewing results from the Evaluation Committee, and accounting for the best interests of the MPA, the CEO shall make an award recommendation to the BOD. The BOD shall approve or disapprove any award recommendation.

#### **6.0 PERMITS AND OCCUPATIONAL LICENSE**

Without additional cost to the MPA, the contractor must have or timely obtain all permits, licenses, and appointments required to perform works. All proposer with a business location in the City, who submits a proposal under this RFP, must meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Proposer with a business location outside the City must meet their local Occupational License Tax requirements. A copy of this license must be included in the proposal.

#### **7.0 UNAPPROPRIATED FUNDING**

In the event of insufficient or no appropriation of funding during a Fiscal Year, the MPA has the unilateral right to terminate the contract by convenience by written notice to the contractor, without any penalty or expense to the MPA. No guarantee, warranty or representation is implied or expressed indicating that an award will be made to any firm(s). The MPA's obligation for contractual performance during a Fiscal Year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the MPA for any payment may arise for performance under this contract beyond Fiscal Year End of the current calendar year, until funds are made available for performance and until the contractor receives notice of availability, to be confirmed in writing by the MPA.

#### **8.0 VENDOR REGISTRATION**

All prospective proposers are required to complete the MPA automated/online vendor registration indicating the type of business and what services are customarily provided. Questions regarding this registration process may be emailed to Procurement@MiamiParking.com.

#### **9.0 PROTESTS**

All protests are to be resolved in accordance to the City of Miami Procurement Code ("Code") Section 18-104. – "Resolution of Protested Solicitations and Awards".

#### **10.0 UNAUTHORIZED WORK**

The contractor nor any of his/her employees shall perform any work unless authorized in writing by the MPA. Unauthorized work may not be paid for. Only the MPA CEO or his designee are authorized to change by written amendment any of the terms and conditions of the contract.

## 11.0 INSURANCE LEVELS/REQUIREMENTS

- 11.1 Commercial General Liability
  - 11.1(a) Limits of Liability
  - 11.1(b) Bodily Injury and Property Damage Liability
    - Each Occurrence \$1,000,000
    - General Aggregate Limit \$2,000,000
    - Products/Completed Operations \$1,000,000
    - Personal and Advertising Injury \$1,000,000
  - 11.1(c) Endorsements Required
    - City of Miami listed as an additional insured
    - MPA listed as additional insured
    - Primary Insurance Clause Endorsement
    - Premises and Operations Liability
    - Contingent and Contractual Exposures
- 11.2 Business Automobile Liability
  - 11.2(a) Limits of Liability
  - 11.2(b) Bodily Injury and Property Damage Liability
    - Combined Single Limit
    - ALL Vehicles: Owned or Scheduled
    - Including Hired, Borrowed or Non-Owned Vehicles
    - Any One Accident \$1,000,000
  - 11.2(c) Endorsements Required
    - City of Miami listed as an additional insured
    - MPA listed as additional insured
- 11.3 Workers' Compensation
  - Limits of Liability
  - Statutory-State of Florida
  - Waiver of Subrogation
- 11.4 Employer's 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
- 11.5 Crime Coverage
  - 12.5(a) Employee Theft and Forgery and Alteration Included
  - 12.5(b) Limits of Liability \$100,000
  - 12.2(c) Endorsements Required
    - City of Miami and MPA listed as Loss Payee.

11.6 The above policies shall provide the MPA with written notice of cancellation or material change from the insurer in accordance to policy provisions. Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The insurance 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 Insurance Guide, published by A.M. Best Company, Oldwick, NJ, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

**12.0 STATEMENT OF NO BID/NO RESPONSE**

If you do **not** intend to submit a Bid on this commodity or service, please return this form in the Bid envelope on or before the proposal submission due date stated in the RFP. Failure to respond either by submitting a bid or this completed form will be cause for removal from the MPA contractor registration listing.

Miami Parking Authority  
Procurement Division  
40 NW 3<sup>rd</sup> Street, Ste. 1103  
Miami, FL 33132

We, the undersigned, have declined to submit a Bid on your **RFP No. RFP No.: 19-01** for the following reasons:

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if this statement is not completed and returned, our company may be deleted from the MPA contractor registration listing for this commodity or service.

Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Position/Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Date: \_\_\_\_\_

**13.0 QUALIFICATIONS STATEMENT**

This questionnaire is to be included with your Response. **Do not leave any questions unanswered.** When a 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. Years of experience (project mgr., principal, owner) has had with requirements similar/comparable in nature to the specifications of the Bid or RFP: \_\_\_\_\_
8. Years of experience (firm, corp., proprietorship) has had with requirements similar/comparable in nature to the of the Bid or RFP: \_\_\_\_\_

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

**14.0 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 CEO after consultation with the CPO, the City Attorney’s Office, 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 CEO 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 CPO after approval by the CEO, the City Attorney’s Office, and the BOD.

(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 CPO 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, if 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 CEO 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: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

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



**15.0 CERTIFICATION OF NO NON-COLLUSION**

Statement:

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The MPA reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions. In the event of error(s) in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish/deliver, FOB DESTINATION, when applicable, the items or services specified herein.

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, debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

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We (I) certify that any and all information contained in this submission is true and we (I) further certify that it is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this offer on behalf of the submitter. Please print the following and sign your name.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

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

**16.0 VETERAN BUSINESS ENTERPRISE OPPORTUNITY ACT**

Respondent certifies that (s)he has read and understood the provisions of the Veteran Business Enterprise Opportunity Act (Section 18-110 of the City Code).

Respondent will complete and submit the following questions as part of the RFP.

A. Is the firm a Certified Veteran Business Enterprise?

( ) Yes                      ( ) No

B. In the event your answer to Question "A" is yes, please attach certification documentation below.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

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

17.0 **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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**18.0 LIVING WAGE CERTIFICATION**

Pursuant to the City of Miami Code Section 18-557(c), *Certification Required Before Payment*, any and all service contracts subject to this article shall be void, and no funds may be released, unless prior to entering any such contract with the MPA, the service contractor certifies that it will pay each of its covered employees no less than the living wage. A copy of this certificate is made available upon request, to include the following:

- 1. Name address, and phone number of the covered employer, a local contact person, and the specific project for which the covered services contract is sought:

Project: \_\_\_\_\_  
Name of Contractor: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_

- 2. The amount of the covered services contract, a brief description of the project or service provided under the contract.

Amount of contract: \$ \_\_\_\_\_  
Description of service or project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. A statement of the wage level for all employees;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4. A commitment to pay all covered employees the living wage as defined by section 18-557(a)

Effective January 1, 2017 service contractors shall be required to pay all its employees who provide services for covered service contracts the hourly living wage as stated below

- \$15.00 per hour without health benefits
- \$13.19 per hour with health benefits

I further understand and agree and acknowledge that failure to comply with the Living Wage Ordinance requirements shall constitute a material breach of the contract by which the MPA may immediately terminate same.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
City State

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

For more information on the Living Wage or a copy of the Ordinance , refer to the City of Miami Procurement Department website: <http://www.miamigov.com/Procurement/pages/Policies/default.asp>.

**19.0 RECEIPT OF ADDENDUM ISSUED BY MPA**

**RFP No.:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**ADDENDUM No. RECEIVED:** \_\_\_\_\_

**POSITION TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

## 20.0 INSTRUCTIONS TO BIDDERS

20.1 Submit a complete, signed/dated offer to the exact location and time specified in this solicitation. Proposal packages must be submitted in one (1) original, five (5) complete bound copies, and one (1) electronic copy on a Flash USB Drive, to the Miami Parking Authority located at 40 NW 3<sup>rd</sup> Street, Suite 1103, Miami, Florida 33128, on or before 21 November 2018 at 4:00 p.m. Submissions received past such deadline and/or delivered to any other location shall be deemed not responsive and may not be considered. In the best interest of the MPA, its Chief Executive Officer (or designee) and/or its Board of Directors ("Board") reserve the right to accept or reject any or all submissions, as well as to waive any minor irregularities, informalities, technicalities, omissions found in any of them and/or re-advertise for new proposals, at MPA's sole discretion. Proposals are to be submitted in a sealed envelope bearing the RFP title and number, the name and contact information for the offeror, no later than the specified due date/time. Proposals received after said due date/time may not be considered, no time extensions are permitted.

20.2 Submit information demonstrating the bidder's qualifications and ability to perform, including:

- 20.2(a) Name of a Project Manager
- 20.2(b) Evidence of operating an established business
- 20.2(c) List of clients over the past 3 years, demonstrating prior experience with relevant past performance

info. and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone, e-mail addresses) - Past performance information may be discussed with the bidder's contact person, who may be asked to comment on:

- Quality of services;
- Compliance with terms and conditions;
- Management;
- Willingness to cooperate with and assist in routine matters, and when confronted by unexpected difficulties;
- Business integrity/business conduct.

Past performance information may serve to evaluate the credibility of the proposal, to determine a bidder's responsibility, as well as to assess a bidder's capability to meet the solicitation performance requirements, including the relevance and successful work performance/experience.

- 20.2(d) A strategic work plan that addresses the requirements in 2.3 Scope of Work (SOW).
- 20.2(e) A complete Pricing Structure, per 2.4 Price Schedule.
- 20.2(f) Evidence of current permits, licenses, etc. required to perform works, per 6.0 Permits and Occupational License.
- 20.2(g) Evidence of complying, or having the ability to comply, with 14.0 Insurance Levels/Requirements.
- 20.2(h) Completed, signed/dated forms, per 12.0 through 19.0.
- 20.2(i) Evidence of having adequate personnel, equipment, and financial fitness to perform contractually, i.e., payroll, inventory (if any) and financial records (income and cash flow statements, balance sheet, tax returns) for the last 3 years.

## 21.0 DEFINITIONS

**“Appropriations”** refers to authorized expenditures or funding that have been set aside for a specific purpose, e.g., to conduct business and for operations.

**“Addendum”** refers to a formal amendment or supplement to a solicitation.

**“Addenda”** means plural for Addendum.

**“Amendment”** means a modification, deletion, or addition to an executed agreement/contract.

**“Award”** means granting of a bid for which funds have lawfully been appropriated.

**“BOD”** means Board of Directors, and it refers to the committee with governing authority over the MPA.

**“Bid”** refers to a formal written price offer to furnish specific goods or services in response to an invitation.

**“Best Value”** refers to an acquisition method used when it is both practicable and feasible to consider a range of factors, so contract award is not driven mainly by lowest price, but by the most advantageous combination of price, quality or other features.

**“CEO”** means Chief Executive Officer, and it refers to the highest-ranking executive and administrative officer of the MPA.

**“CPO”** means Chief Procurement Officer, and it refers to person directing and supervising MPA procurement operations.

**“Capital Expenditure”** means money spent on acquiring or maintaining fixed assets.

**“Collusion”** refers to two or more parties acting together secretly to achieve a fraudulent or unlawful act. May manifest itself in the form of bid collusion when proposers secretly agree to unlawful practices regarding competitive bidding. May inhibit free and open competition in violation of antitrust laws.

**“Contract/Agreement”** means (a) a mutually binding promise enforceable by law; (b) a written agreement to perform or not perform a specific act or acts; (c) all types of agreements for the procurement or disposal of goods, services, public works or improvements.

**“Contract Administration”** refers to the process of managing contractor performance to assure compliance with performance requirements and contract terms.

**“Contract Administrator”** refers to the individual responsible for monitoring and evaluating contractor performance.

**“Contractual Services”** refers to general services, excluding professional or personal services that are unique in nature not subject to full and open competition.

**“Competitive Range”** refers to qualified offers which, after examined by the evaluation panel, are determined to be the most highly rated based on the evaluation criteria/factors and will be included for negotiations/discussions. Proposals outside competitive range are not given further consideration.

**“Change Order”** means a written modification, which normally revises the quantities or scope of services and may include an extension of time.

**“Cardinal Change”** refers to a change/modification that are too extensive and beyond the general scope of the original solicitation or contract.

**“Designee”** means a duly authorized representative of a higher ranking official.

**“Discussions”** refers to negotiations conducted in a competitive acquisition, after a competitive range has been established.

**“Evaluation Committee”** refers to a group of individuals selected/appointed due to their expertise, to evaluate technical proposals based upon the established criteria and prepare a selection recommendation.

**“Firm/Fixed Price”** is pricing that is not subject to any adjustment based on the contractor’s cost experience in performing the contract. The contractor has full risk and responsibility for all costs and the resulting profit or loss.

**“Full and Open Competition”** means that all responsible sources can compete, within the framework/process by which two or more suppliers attempt to secure the business of a third party by offering the most favorable price, quality, delivery terms, or service. The concept of competition presumes existence of a marketplace where more than one supplier that can provide similar goods and/or services.

**“Goods/Commodity”** refers to tangible property other than services or real property.

**“Informalities/Minor Irregularities”** refers to minor differences or inconsistencies from the exact requirement but that do not represent a cardinal change nor affect price or other mandatory requirements. A defect that is easily correctable. Generally, a matter of form rather than substance.

**“Most Advantageous”** refers to a judgmental assessment of what represents the best interests and will result in maximum benefit.

**“Notice to Proceed”** means a letter under which a successful proposer is authorized to begin

contractual performance, subject to the (pre)conditions of the Agreement. The performance start date set is set forth in the Notice to Proceed document.

**“Site Visit/Pre-Bid Meeting”** refers to a conference held with prospective proposers after the solicitation has been issued, and prior to its closing date, to promote uniform interpretation of the SOW or complex specifications. It serves to answer questions, clarify any ambiguities, and respond to general concerns to establish a common basis for understanding all requirements of the RFP. May result in the public issuance of an RFP addendum.

**“Professional/Personal Services”** refers to (a) services that are substantially measured by professional competence and that are not susceptible to realistic competition by the cost of services alone; (b) Services of a recognized profession or specialized skill. These services are generally acquired to obtain information, advice, training or direct assistance.

**“Proposal”** means an executed formal document submitted by a proposer stating the goods and/or services offered to satisfy the need as requested in the request for proposals, request for letters of interest or request for qualifications.

**“Proposer, Bidder, Offeror, Respondent”** refers to a person or entity who responds to an RFP, RFLI, RFQ, IFQ.

**“Request for Letters of Interest (RFLI)”** means a solicitation of responses from proposers to submit a summary of their qualifications and/or capabilities and state their interest in performing a specific job or service. Proposers may be given latitude in offering a service that may fulfill the need.

**“Request for Proposals (RFP)”** means all documents utilized for soliciting competitive sealed proposals. Evaluation of a proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors.

**“Request for Qualifications (RFQ)”** means a solicitation of responses from proposers in which factors other than price, including but not limited to financial capability, reputation, experience, and business competency, are considered and evaluated to develop a list of qualified proposers.

**“Invitation for Quotation (IFQ)”** means a competitive solicitation for an informal bid price that is conveyed by form, letter, telephone or other means and does not require advertisement or a sealed bid public opening, or public reading of bids.

**“Responsive Proposer, Bidder, Offeror, Respondent”** means a business that has submitted a response which fully conforms in all material respects to the solicitation.

**“Responsible Proposer, Bidder, Offeror, Respondent”** means a business which has submitted a response, which has the capability, in all respects to fully perform the requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

**“Scope of Work (SOW)”** means a detailed description of the work set forth by which the contractual party will be required to perform.

**“Sole Source”** means the only existing source that meets the requirement needs as determined by a reasonably thorough analysis of the marketplace.

**“Specifications”** means a concise, clear and accurate description of the technical requirements of the goods/services to be purchased.

**“Termination for Convenience”** refers to a contract term/condition designed to give the MPA the unilateral right to terminate the contract when it is in its interest to do so.

**“Termination for Cause”** refers to contract termination in the event of any default by the contractor.

**“Unauthorized Work”** refers to any verbal agreement for changes, additional work, or other, that does not constitute by itself a contractual obligation only because it was made by an MPA representative. Only the MPA CEO or his designee have authority to change by written amendment any of the terms and conditions, enter into, administer, and/or terminate contracts, or make related determinations on behalf of the MPA.