



REQUEST FOR PROPOSAL ("RFP")

PROJECT NAME: ELECTRIC MOPED PROGRAM FOR THE CITY OF MIAMI DEPT. OF OFF-STREET PARKING d/b/a MIAMI PARKING AUTHORITY (MPA)

RFP NO.: 19-12

SOLICITATION ADVERTISEMENT DATE
JUNE 10, 2019

MANDATORY PRE-BID MEETING
JUNE 18, 2019

SUBMISSION OF CLARIFICATIONS, ON OR BEFORE
JUNE 25, 2019

PROPOSAL SUBMISSION, ON OR BEFORE
JULY 10, 2019

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

SUBMITTING A COMPLETE AND TIMELY PROPOSAL IN RESPONSE TO THIS RFP IS THE SOLE 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 may be obtained at www.miamiparking.com/procurement

The Department of Off-Street Parking for the City of Miami d/b/a Miami Parking Authority, ("MPA" or the "Authority") is seeking Proposals from qualified entities for a **SHARED ELECTRIC MOPED PROGRAM in the City of Miami**, as deemed most beneficial by MPA. This Request for Proposal (RFP) contains specific information about the scope of services, submission requirements and selection procedures. MPA's intention is to facilitate a local electric moped sharing service so that members of the public may rent electric mopeds ("eMopeds") for short trips within the City of Miami municipal boundaries with pricing designed to encourage shorter trips. Users of eMopeds can make open-ended trips, picking up an eMoped in one place and dropping it off at another.

Please submit one (1) original Bid, five (5) complete bound copies of the original Bid, and one (1) electronic copy on a Flash USB Drive, to be delivered to the administrative office of the Miami Parking Authority, 40 NW 3rd Street, Suite 1103, Miami, Florida 33128 no later than 2:00 p.m. on or before JULY 10, 2019. Submissions received past such deadline and/or submitted to any other location or office shall be deemed not responsive and rejected. MPA's Chief Executive Officer and/or the MPA's Board of Directors ("Board") reserves the right to accept any timely submission deemed to be in the best interest of the MPA, to waive any minor (e.g. not material) technicalities, omissions, or irregularities in any submission and/or reject any or all submissions, and re-advertise, at MPA's option, for new submissions.

Proposals are to be submitted in a sealed envelope/package bearing the name of the individual and/or company, the address, the number and title of this RFP no later than the date and time specified in the RFP timetable section. Proposals received after said date and time will not be considered and no time extensions will be permitted.

Miami Parking Authority has contracted with DemandStar to maintain its vendor list in an automated fashion. Bidders are required to subscribe to this software service in order to receive future notifications regarding this RFP. In order to have your firm placed on the vendor list, visit *DemandStar.com*. Notwithstanding, proposals for this RFP must be delivered as stated above (one original bid, five bound copies and one USB flash drive) to MPA.

MPA's tentative schedule for this Solicitation is as follows:

Event	Date
Advertisement/Issue Date	JUNE 10, 2019
Mandatory Pre-Bid Visit	JUNE 18, 2019 at 10:00am EST
Last Date of Receipt of Written Questions	JUNE 25, 2019 at 2:00pm EST
Closing of Solicitation	JULY 10, 2019 at 2:00pm EST

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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, or 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 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 PROPOSAL OR 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 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, or 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 pursuant to Section 18-85(b), City of Miami Code, or otherwise by the MPA CEO or designee.

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 may be subject to approval by the City Attorney and Risk Management.

1.11 INTENTIONALLY OMMITTED

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. Any such document shall be in writing and in compliance with applicable regulations and subject to legal review prior to execution by the parties.

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, made in good faith, 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 (OHS), 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 of Miami Procurement Ordinance City Code Chapter 18, Article III
- J. Conflict of Interest, City Code Chapter 2, Article IV.
- K. 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 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.

1.21 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 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 selected 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.

1.22 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 and City of Miami harmless from any and all liability, loss, or expense occasioned by any such violation.

1.23 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).

1.24 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 s 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.

1.25 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 Solicitation to provide goods or services to a public entity, may not submit a response on a Solicitation 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.

1.26 DEFAULT/FAILURE TO PERFORM- the CEO shall be the sole judge 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 herein, or as otherwise stipulated in the Agreement. 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.

1.27 DETERMINATION OF RESPONSIVENESS- Each Proposal 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.

1.28 DISCOUNTS OFFERED DURING TERM OF CONTRACT- Discount prices offered in the response shall be fixed after the Award by the MPA CEO and/or 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.

1.29 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 Department. 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

1.30 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.

1.31 ENTIRE CONTRACT OR AGREEMENT- The Agreement with the MPA shall include this Formal Solicitation, any Addendums, and Contractor's response to this Solicitation. It shall represent the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersede all other negotiations, if any, made by and between the parties. To the extent that the RFP conflicts with, modifies, alters or changes any of the terms and conditions contained in the Contract, the Contract shall prevail. In the event of a conflict in the Contract documents, the priorities stated herein shall govern; revisions (Amendments) to the Contract which are executed shall govern over the Contract; the Contract shall govern over the RFP, any Addendum to the RFP and the RFP response. The RFP shall govern over the RFP response.

1.32 ESTIMATED QUANTITIES- Estimated quantities or estimated dollars may be 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.

1.33 EVALUATION OF RESPONSES-

A. Rejection of Responses

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

- 1) Proposer fails to acknowledge receipt of Addenda;
- 2) 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 Proposer's authorized agent
- 7) Proposer is not registered in the Florida Division of Corporations; and
- 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 goods and/or services on 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.

1.34 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 render the Bidder/Proposer to be deemed non-responsive by the MPA CEO or his designee.

1.35 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.

1.36 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.

1.37 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.

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

1.39 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.

1.40 INDEMNIFICATION- Contractor shall defend, save, indemnify, and hold harmless the MPA, the City of Miami, and their respective 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 save, indemnify, hold harmless and defend the MPA and the City of Miami, their 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 and/or 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 and the City of Miami 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, as may be amended from time to time. 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.

1.41 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.

1.42 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 Section 18-101, City Code, as may be amended or supplemented from time to time.

1.43 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. A cone of silence shall apply to this RFP, pursuant to Section 2-11.1(t), Miami-Dade County Code and Section 18-74(c), City Code. 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.

1.44 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 of 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.

1.45 INVOICES- Invoices shall contain Purchase Order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc.); and be in

compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act) Part VII.

1.46 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."

1.47 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.

1.48 MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS- No Purchase Orders or Contracts, shall be binding upon the MPA unless made in writing and accepted 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.

1.49 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.

1.50 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.

1.51 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.

1.52 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 same or similar goods and/or services, and to make use of other competitively bid (governmental) agreements, or other similar procurement 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.

1.53 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.

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

1.55 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.

1.56 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.

1.57 VENDOR REGISTRATION - Miami Parking Authority has contracted with DemandStar to maintain its vendor list in an automated fashion. Bidders are required to subscribe to this software service in order to receive future notifications regarding this RFP.

1.58 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.

1.59 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.

1.60 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.

1.61 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.

1.62 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.

1.63 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.

1.64 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.

1.65 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.

1.66 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. MIAMI PARKING AUTHORITY, 40 NW 3RD ST Suite 1103, Miami, FL 33128.

1.67 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.

1.68. 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.

1.69. 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.

1.70. 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.

1.71. 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 RFLs 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.

1.72. 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.

1.73. 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.

1.74. SERVICE AND WARRANTY - When specified, the Bidder/Proposer shall define all warranties, services 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.

1.75. 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 are to be of 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.

1.76. SUBMISSION AND RECEIPT OF RESPONSES- Responses shall be submitted in hardcopy format to the Administrative offices of Miami Parking Authority, 40 NW 3rd 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.

1.77. 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.

1.78. TERMINATION - The MPA CEO, reserves the right to terminate the Contract for convenience, without cause by written notice to the Contractor effective the date specified in the notice. The MPA CEO may also terminate the Contract, 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.

1.79. 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 Chapter 218, Florida Statutes and other applicable laws.

1.80. 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.

1.81. 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.

1.82. 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.

1.83. 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.

1.84. 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.

1.85. 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.

1.86. 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.

1.87. APPLICATION OF 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 apply to this RFP, pursuant to Section 2-11.1 (t), Miami-Dade County Code and Section 18-74 (c). City Code

1.88. 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 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.

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 a **SHARED ELECTRIC MOPED PROGRAM** ("Services"), as described in Section 4.0 Scope of Work.

MPA's intention is to facilitate a local electric moped sharing service so that members of the public may rent electric mopeds ("eMopeds") for short trips within the City of Miami municipal boundaries with pricing designed to encourage shorter trips. Users of eMopeds can make open-ended trips, picking up an eMoped in one place and dropping it off at another. If you would like to submit a Proposal, please refer to Sections 1.57, 1.58 and 1.76 of this Solicitation. For any Proposal to be considered, it must fully conform to all stated requirements, as defined in this RFP.

A Mandatory Pre-Bid Meeting will be held on JUNE 18, 2019 at 10:00 am at the Miami Parking Authority, 40 NW 3rd Street, Suite 1103, Miami, Florida 33128.

Any questions regarding this RFP must be submitted in writing to Procurement@MiamiParking.com, on or **before JUNE 25, 2019 at 2:00pm**.

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 and time will not be considered.

2.2 PURPOSE

The MPA intends to issue a multi-year Contract, subject to prior approval by its Board of Directors ("BOD"). An Award recommendation will be made on behalf of the Responsive and Responsible Proposer whose Proposal is examined and judged to be most beneficial to the MPA, based on the evaluation factors established in Section 6.0. Unless otherwise required by the City Procurement Code, the MPA intends to recommend Contract Award to its BOD based on the ranking of the Evaluation Committee. If needed, negotiations may be held in good faith with the highest ranked Proposer. If the MPA and the highest ranked Proposer fail to finalize a mutually acceptable agreement, the MPA may terminate discussions and initiate negotiations with the next highest ranked Proposer, until a Contract is negotiated and executed, or all Proposals are rejected. No Proposer shall have any rights in the subject Services 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 entire RFP. All Proposers must complete/submit/return the RFP package with all information relevant for the proper offer analysis, in the same order in which it was issued. Notes and comments by Proposer may be rendered as attachments, provided the same format of this RFP is followed. All Proposals shall be submitted in a properly identified sealed envelope, with the opening date information 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 DEADLINE FOR REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Requests for additional information or clarifications must be made in writing and received by the Procurement Administrator, specified in the Public Notice section of this RFP. The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number and email.

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

Any request for additional information or clarification must be received in writing no later than 2:00 p.m. (EDT), JUNE 25, 2019. Proposers may e-mail or mail their requests to the attention of Anna Parekh, Real Estate & Procurement Specialist, Planning & Development, 40 N.W. 3rd Street, Suite #1103, Miami, Florida 33128; email: procurement@miamiparking.com.

2.4 TERM OF AGREEMENT

An Agreement shall be negotiated and executed following approval by the Board of Directors (BOD) or its designee, unless otherwise stipulated in the Notice of Award Letter, which is distributed by MPA's Procurement Administrator; and is contingent upon the completion and submittal of all required RFP documents. The initial Term of Agreement shall be for a period of three (3) years. MPA will, at its sole discretion, have the option to renew the Agreement for two (2) additional one (1) year periods.

2.5 AWARD AND AGREEMENT

Agreement will be awarded to the Successful Proposer by the MPA CEO and/or the BOD based upon the qualification requirements stated herein. MPA reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer, if determined to be in MPA's best interest.

If MPA and the Successful Proposer cannot negotiate a mutually acceptable Agreement, MPA may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until an Agreement has been executed or all submissions have been rejected. No Proposer shall have any rights to the project or Services, or against the MPA arising from such negotiations, or failure thereof. The Agreement will be furnished by the MPA and shall contain certain terms as are in the MPA's best interest.

2.6 COMMENCEMENT OF SERVICES

An accurate and timely project schedule for the commencement of Services described in Section 4.0 shall be provided and adhered to. Contractor shall begin Services as described in Section 4.0 within ninety (90) days of the execution date of the Contract, which must be signed by all relevant parties.

2.7 CONTACT

Proposer shall include the name, and office, mobile/and or pager number of the Proposer's intended contact person. In the event that an Agreement is awarded, the contact person shall be available at one of these contact numbers on a daily basis during at least regular business hours, Monday through Friday.

2.8 COMPLIANCE WITH REGULATIONS

Precautions shall be exercised at all times for the protection of persons and property. Contractor performing Services under the Agreement shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the successful Proposer.

2.9 IDENTIFICATION

All personnel performing Services under this contract must carry valid government issued photo identification such as a driver's license.

2.10 FINANCIAL STATEMENT

Submit a copy of the most recent independently audited (or unaudited if audited not available) Financial Statements, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. Copies of the most recent business income tax returns will be accepted if financial statements are unavailable.

2.11 LIVING WAGE

In accordance with Section 18-557, City of Miami Code, as amended, Contractors shall pay to all its employees who provide Services a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour with health benefits as defined in the City Code section, unless otherwise excluded.

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> Living Wage Certification is required. Any and

all Service Agreements for the Services described in this RFP are subject to this Code Section and prior to entering into any Agreement with the City and or MPA, the service Contractor must certify to the City and or MPA that it will pay each of its covered employees no less than the living wage.

Every covered employee shall be paid without subsequent deduction or rebate on any account (except as such payroll deductions are directed or permitted by law or a collective bargaining agreement). The Successful Proposer shall pay covered employees wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

A copy of the living wage rate shall be kept posted by the Successful Proposer subject to this Code Section, at the site of work in a prominent place where it can easily be seen and read by the covered employees and shall be supplied to such employees within a reasonable time after a request to do so. Additionally, the Successful Proposer subject to this Code shall furnish a copy of the requirements of this Code Section to any entity submitting a bid/proposal for a subcontract on any service contract subject to this article.

2.12 DEVIATIONS

Deviations from the described Specifications or Scope of Work 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 SOW 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.

2.13 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 Services. All Proposers with a business location in the City, who submits a Proposal under this RFP, must meet the City's Occupational License Tax (Local Business Tax) requirements in accordance with Chapter 31, Article I of the City of Miami Code. Proposer with a business location outside the City must meet their local Occupational License Tax requirements. A copy of this license/BTR must be included in the Proposal.

2.14 UNAPPROPRIATED FUNDING

In the event of insufficient funds or no appropriation of funding during a Fiscal Year, the MPA has the unilateral right to amend or terminate the Contract for 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 the Agreement 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.

2.15 VENDOR REGISTRATION

All prospective Proposers are required to subscribe to the DemandStar software service in order to receive future notifications regarding this RFP. To have your firm placed on MPA's vendor list, visit *DemandStar.com* and complete the online vendor subscription process, indicating the type of business and what services your firm provides.

2.16 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".

2.17 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.

2.18 ADDITIONAL SERVICES, FACILITIES, OR ZONES

Although this RFP identifies locations where Services are to be rendered, it is hereby agreed and understood that the MPA at its sole discretion, may add additional MPA facilities to be serviced after the commencement of an Agreement. If the MPA determines that the price submitted for additional Services or facilities by the awarded Contractor is not competitive, price quotes shall be obtained from the next highest ranked, responsive, responsible bidder.

2.19 CLEAN-UP

Contractor shall cooperate with MPA and local authorities' requests to suspend or alter service and remove vehicles from public space during extreme weather or special events.

Contractor shall relocate vehicles to eliminate an over-concentration within two (2) hours if notified by the MPA of public access and safety concerns.

2.20 INSPECTIONS

Contractor is responsible for the supervision of their employees and for establishing a quality control program that will ensure Services are completed according to the specifications specified herein. Any delays, or rejected Services resulting from the Contractor's incomplete or unsatisfactory performance will be the sole responsibility of the Contractor. The MPA shall perform inspections to ensure that the work has been completed conforming to the requirements specified herein.

2.21 GROSS RECEIPTS

Successful Proposer shall submit Gross Receipts during the initial term of the Agreement for the MPA's informational purposes only.

- A. Agreement Year Defined: "Agreement Year" means a twelve-month period beginning on the Agreement Effective Date and ending twelve months thereafter.
- B. Gross Receipts Defined: "Gross Receipts" means all monthly receipts collected by the Successful Proposer from the sale of services or merchandise by the Successful Proposer, sold in, upon or from the Concession.

3.0 RFP TIMETABLE AND EVALUATION/SELECTION PROCESS

RFP Available to Public	JUNE 10, 2019
Mandatory Pre-Bid Meeting	JUNE 18, 2019 at 10:00am EST
Deadline for Receipt of Written Questions	JUNE 25, 2019 at 2:00pm EST
Proposal Submission Deadline	JULY 10, 2019 at 2:00pm EST

Copies of this RFP package can be obtained by visiting, phoning or writing the MPA 40 NW 3rd Street, Suite #1103 Miami, Florida 33128 telephone (305) 373-6789. The RFP is also available on MPA's website: www.miamiparking.com. There is no charge for the first copy of the solicitation package. A fee of \$5.00 will be charged for each additional package requested by any person or entity. An additional \$5.00 fee will be charged to mail the package.

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

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

3.1 THE PROCEDURE FOR RESPONSE EVALUATION AND SELECTION IS AS FOLLOWS:

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

4. An Evaluation Committee ("Committee"), appointed by the Chief Executive Officer, shall meet to evaluate each Proposal that has satisfied the minimum requirements in accordance with this RFP.

The Evaluation Committee may choose to invite Proposers to make a presentation and respond to questions from the Committee as part of the evaluation process. This presentation notice of assigned presentation times will be communicated in advance to the Proposer but may be given short notice of appearance. The Proposer's presentation may clarify and summarize the content of its Proposal but may not modify the prior written submission. Any communication between the Committee members and the Proposer made during the course of the presentation, are intended primarily for the purposes of providing clarification of the content of the Proposal and are not to be construed as a "negotiation" of terms by either party.

5. The Evaluation Committee shall forward its recommendation to the Chief Executive Officer who will make a recommendation to the Board, if required to do so by the City of Miami Procurement Code.

4.0 SCOPE OF SERVICES

4.1 DEFINITIONS

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. Program Areas - The geographic area within the City of Miami's municipal boundaries as delineated in Exhibit "A" to this RFP.
2. Notice to Proceed (NTP)- A notice from the MPA to the Successful Proposer stating the date the Successful Proposer can begin providing services subject to the conditions of the Professional Services Agreement. The performance time of the Professional Services Agreement starts from the NTP date.
3. Patrons/Customers- The persons utilizing the Services identified in the RFP.
4. Waiver- The document signed by all patrons waiving the right to hold the MPA and Successful Proposer responsible for claims of injury and/or damage to the designated operating area while utilizing the Services.

4.2 INTRODUCTION

The population in Miami continues to increase, causing growing pressure on mobility and parking. The current daytime population of Downtown Miami is over 250,000 people in an area which consists of 3.8 square miles. The Miami Parking Authority is responsible for managing and operating the parking services within the City of Miami. As such, MPA operates parking garages and lots at various locations throughout the City providing safe and affordable parking to customers. To better serve the public, the MPA proactively evaluates how to use limited parking space, handle the strain of additional cars on our streets, and manage mobility within the City.

While public transportation continues to evolve, Miami does not yet have seamless connections in our public transportation systems. These gaps and our tropical weather conditions are often barriers to full use of public transportation. Traffic congestion and delays experienced by ride-share services create frustration within our streets. Meanwhile, the costs of owning a private vehicle as well as concerns about consumption of natural resources are deterrents to private car ownership.

Therefore, MPA wishes to:

- Incentivize citizens to use public transit by providing "last mile" options to proximity to public transit stops such as Metrorail and bus service;
- Promote the use of clean energy vehicles that will decrease our carbon footprint;
- Promote the use of compact vehicles that will allow the MPA to maximize its limited space;
- Maximize the use of clean energy transportation solutions by providing vehicles that are simple to operate and can be operated safely by every citizen with a driver's license without requiring a specialized license or certification.

4.3 SITE DESCRIPTION

The Electric Moped Program may operate within the City of Miami's municipal boundaries as delineated in Exhibit "A" to this RFP.

Additional facilities may be added by mutual amendment to any resulting Agreement between the MPA and Contractor(s). If the property is not owned by the MPA, then consent of the property owner is required prior to the execution of the Agreement.

4.4 SUCCESSFUL PROPOSER RESPONSIBILITIES

The following shall be the responsibility of the Successful Proposer:

1. Design and all operations of a shared Electric Moped Program in the City of Miami;
2. Provide a fleet of electric motor scooters titled and registered with the Florida Department of Motor Vehicles;
3. All financial obligations for a Shared Electric Moped Program;
4. Provide vehicles which are:
 - a. Zero-emission, powered by Lithium ion battery
 - b. Equipped with:
 - i. a side kickstand
 - ii. automatic shut-off turning signals
 - iii. a helmet case containing at least one USDOT-certified helmet
 - iv. a speed governor that ensures the vehicle will not travel in excess of 30 miles per hour on level ground
 - v. geo-fencing technology;
5. Maintain proposed operating hours;
6. Provide, at its own expense, any signage, supplies and equipment necessary to operate in the Program Areas;
7. Maintain any and all Program Areas structures, facilities, improvements, and equipment in good operating order and repair at the Successful Proposer's cost and expense, during the entire term of the Agreement;
8. Agree to maintain and operate at its own cost and expense, the Program Areas in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any and all present and future laws, rules, or regulations of any governmental authority now or in the future having jurisdiction over the Concession. The Successful Proposer shall remedy without delay any defective, dangerous, or unsanitary conditions;
9. Submit monthly reports of gross receipts, in a format approved by MPA. At the end of each Agreement year, the Successful Proposer shall be required to submit a detailed Gross Receipts report for the past year's operation, as detailed in **Section 2.22 Gross Receipts**;
10. Be currently operating a fleet of at least 750 electric powered moped or motor scooter vehicles in at least one major city within the United States;
11. Provide to the MPA operational and utilization data for its vehicles, in a format and manner satisfactory to the MPA in order to demonstrate Successful Proposer's proficiency in operating a system by which a fleet of 100% electric-powered vehicles is made publicly accessible for short-term use;
12. Within 90 days of the execution date of the contract, Successful Proposer must have a properly staffed facility located within Miami-Dade County for the purpose of vehicle maintenance, charging, and overall fleet management, and must provide the MPA with a city and/or county Business Tax Receipt corresponding to said facility;
13. Successful Proposer will be required to furnish the MPA with either a \$50,000 security deposit, or an irrevocable letter of credit, or a bond, which will be determined during contract negotiations, pursuant to this RFP's Section 13 INDEMNIFICATION;
14. Successful Proposer shall direct the shared eMopeds to be parked only in:
 - Parking spaces designated for motorcycle parking, or
 - Parking spaces configured for parallel parking such that the eMoped parks in a manner which allows another vehicle to also use the parking space;

5.0 MINIMUM REQUIREMENTS

Each Proposer interested in responding to this Request for Proposals must provide the information on the Proposer's qualifications and experience, qualifications of the project team, Project Manager's experience, and previous similar projects.

Additionally, Proposer shall:

1. Demonstrate that it has been in existence for at least one year;
2. Demonstrate its financial soundness and ability to finance the initial fleet in Miami by providing documentation evidencing the financial ability to finance and maintain the vehicle fleet (see, Section 2.10);
3. Include a proposed fee to MPA. The proposed fee may be based on a percentage of gross, a minimum annual guarantee, a cost per unit, or any combination thereof;
4. Proposer shall have no record of judgements, bankruptcy, pending lawsuits against the MPA or City, or pending civil or criminal actions involving moral turpitude such as theft, fraud, embezzlement, conversion, civil theft or the like or have been placed on debarred vendors list under Section 287.133, Florida Statutes (2018) or been otherwise debarred or suspended by any public agency and have not filed for bankruptcy within the last five (5) years. In addition, Proposer must provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the Services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three (3) years. Neither Proposer nor any principal, officer, owner, or stockholder of Proposer shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City (Section 11.0);
5. Proposer shall not have any conflicts of interests that have not been waived (Section 19.0);
6. Proposer shall subscribe to DemandStar in order to receive future notifications regarding this RFP;
7. Attend the mandatory pre-bid meeting, as scheduled.

Submittals that do not respond completely to all minimum requirements will be considered non-responsive and eliminated from the evaluation process.

6.0 EVALUATION CRITERIA

The Evaluation Committee will review Proposals, which have complied with the Minimum Requirements to determine compliance with the terms of the RFP and rank each Proposal applying the criteria as indicated below. The MPA may reject as unacceptable any Proposals that do not conform to the Solicitation requirements. 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 by assessing the following:

- a. **Experience** – (35 Points). The Evaluation Committee will review the relevant qualifications, and past performance with projects similar in nature, experience of key personnel that will be assigned to this project, 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.
- b. **Pricing** - (25 Points). Proposer's proposed price. The MPA reserves the right to decline Proposals that are not within Competitive Range, e.g., unreasonably low or high in price.
- c. **Operational Plan** - (20 Points). Proposer's approach to the operation and management of proposed Services.
- d. **Marketing Plan** – (20 Points). Proposer's approach to the promotion of proposed Services.

After reviewing results from the Evaluation Committee, and accounting for the best interests of the MPA, the MPA CEO shall make an Award recommendation to the BOD. The BOD shall approve or disapprove any Award recommendation. Approval of the Award recommendation by the BOD shall be a precondition to entering into a Contract, when such approval is required by the City of Miami Procurement Code.

7.0 PRICE SCHEDULE

Proposers shall create a Price Schedule. The proposed fee to MPA may be based on a percentage of gross, a minimum annual guarantee, a cost per unit, or any combination thereof.

8.0 PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

8.1 INSTRUCTIONS TO PROPOSERS:

Proposers should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" papers, one (1) original, five (5) bound copies, and one (1) complete electronic copy on USB Flash Drive in PDF format of the completed and executed submission with the Company Name Solicitation No.& Title, must be delivered to the administrative office of the MPA, 40 Northwest Third Street, Suite #1103, Miami, Florida 33128.

Please be concise in all responses. If any category is not applicable, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

8.2 PROPOSAL FORMAT

1. Cover Page

The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in.

The Cover Page Form shall include the company name, identify the person authorized by law to render the Services (as registered with the State of Florida Division of Corporations) and title. In addition, the Proposer shall include the mailing address, telephone number, and e-mail address. The Proposer shall designate one duly authorized representative to receive all notices and be contacted by MPA, as may be needed, in reference to this Solicitation.

2. Table of Contents

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

3. Business Structure

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable Proposers submitting applications as joint ventures shall submit a copy of their joint venture agreement. Failure to submit a Proposal as joint venture may cause it to be deemed non-responsive. Give the location of the office which will handle the City's account and the number of professional staff personnel at the office. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4. Minimum Requirements of the Proposer

Indicate the Proposer's experience in providing the proposed Services. Licenses and any other pertinent information should be submitted and should meet the minimum requirements in accordance with Section 5.0. Failure to establish the Minimum Requirement shall be grounds for the MPA to establish that Proposer in non-responsive.

5. Proposer's Experience and Past Performance

a) Provide a legible copy of Proposer's current licenses.

b) State the years the Proposer has been providing **Shared Electric Moped Program**. Describe the Proposer's qualifications, addressing Proposer's ability to manage and provide the Services requested in this RFP.

c) Describe the Proposer's general history and experience with a **shared Electric Moped Program**.

6. Proposers Information

a) State Proposer's policy and procedures utilized for recruiting personnel, including conducting background investigations, verification of criminal and civil background checks, etc.

b) Provide information concerning any prior litigation, either civil or criminal involving a governmental agency, or which may affect the performance of the Services to be rendered herein, in which the Proposer or any of the Proposer's employees is or have been involved within the last five years.

c) Proposer shall provide a statement that the Proposer is not in arrears of any payments owed to the City and is in fact current by the due date of Proposals. It shall be noted that those firms not fully current in monies owed to the City may be found non-responsive and may not be considered.

d) Provide the most recent financial statement as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. If certified financial statements are not available, provide previous year of Proposer's federal tax returns.

7. Key Employees' Experience

a) Provide an organizational chart showing all individuals, including their titles, to be assigned to this project.

b). Identify the staff person who will service as the key contact or liaison to the MPA on the Agreement. Enclose resume, job description, and a description of relevant experience for the key contact person.

c) Identify the person in charge (Project Manager) at each facility/location that the Proposer intends to use to provide the Services for this RFP. Enclose resume, job description, and a description of relevant experience for the Project Manager.

8. Operational Plan

Provide Proposer's approach to providing the Services. Description should include:

- a) Responsibilities of management and staff that will perform the work;
- b) Policies and procedures that will be utilized to ensure safety and prompt service;
- c) Plan detailing how Proposer will provide services;
- d) Standards for providing excellent customer service;
- e) Overall approach in meeting the objectives described in the Scope of Services;

9. Marketing Plan

Describe Proposer's plan to market the **Shared Electric Moped Program in the City of Miami** (i.e media planning, signage types and designs, etc.)

10. References

Proposer must provide references of business clients and/or governmental agencies to which it has provided similar Services.

11. Additional Information

Provide any additional information regarding the firms' capability to similar projects.

9.0 REFERENCES

For each reference or business client, please provide the following information. Proposers may use this form or may create a different References document which contains the requested information.

Company:
Address:
Phone number:
Point of Contact:
Email Address:
Services Provided:

10.0. **RFP CHECKLISTS**

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

	<u>Submitted With Proposal</u>
11.0 RFP Information Form This form must be completed, signed, and returned with Proposal.	YES _____
12.0 Certificate of Authority, to be completed, signed and returned with Proposal. Complete applicable form only. 12.0.1. Certificate of Authority (If Corporation) 12.0.2. Certificate of Authority (If Partnership) 12.0.3. Certificate of Authority (If Joint Venture) 12.0.4. Certificate of Authority (If Individual)	YES _____
13.0 Indemnification & Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for This RFP (must be signed)	YES _____
14.0 Statement of No Bid/Response (<i>if applicable</i>)	YES _____
15.0 Debarment and Suspension Certificate (must be signed)	YES _____
16.0 Proposer's Qualification Statement (must be signed)	YES _____
17.0 Veteran Business Enterprise Opportunity Act (must be signed)	YES _____
18.0 Current M/WBE Certification Status	YES _____
19.0 Non-Collusion Certification (must be signed)	YES _____
20.0 No Conflict of Interest Certification (must be signed)	YES _____
21.0 Living Wage Certification	YES _____
22.0 Acknowledgement of receipt of each Addendum issued by MPA, <i>if applicable</i>	YES _____

11.0. RFP INFORMATION FORM

I certify that any and all information contained in this RFP is true; and I further certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting an RFP for the same materials, supplies, equipment, or Services and is in all respects fair and without Collusion or fraud.

I certify that there are no record of judgments, bankruptcy, pending lawsuits against the City, or pending civil or criminal actions involving moral turpitude such as theft, fraud, embezzlement, conversion, civil theft or the like or that our company has been placed on the debarred vendors list under Section 287.133, Florida Statutes (2018) or been otherwise debarred or suspended by any public agency and that we have not filed for bankruptcy within the last five (5) years. I also certify that there are no conflicts of interests that have not been waived.

I certify that neither Proposer nor any principal, officer, owner, or stockholder are in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have we failed to perform faithfully on any previous contract with the City.

I agree to abide by all terms and conditions of the RFP and certify that I am authorized to sign for the Proposer firm.

I acknowledge that Miami Parking Authority shall have the sole right to reject any or all Submittals submitted in response to this RFP; to cancel this solicitation; to request supplemental information pertaining to submitted Submittals; and to Award an agreement to any party (or to Award no agreement at all) solely in its best interest in its sole discretion.

Firm's Name: _____

Principal Business Address: _____

Telephone: _____ Fax: _____

E-mail address: _____@_____

Name: _____

Title: _____

Authorized Signature: _____

12.0.1 CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

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

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

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

Secretary: _____

(SEAL)

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

12.0.2 CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

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

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

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

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

Secretary: _____

(SEAL)

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

12.0.3 CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

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

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

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

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

Secretary: _____

(SEAL)

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

12.0.4 CERTIFICATE OF AUTHORITY

(IF INDIVIDUAL)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that as an individual, _____
(Name of Individual)

_____ and as a d/b/a (doing business as) _____
(if applicable)

_____ exist under the laws of the State of Florida.

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

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

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

NOTARY PUBLIC: _____

Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver's License # _____

(SEAL)

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

13.0. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The selected Proposer shall bear the risk of loss in connection with the provision of Tour Point of Sale and Information Services.

Successful Proposer shall indemnify, defend, save and hold harmless the MPA, the City, and their respective officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, cost, penalties, fines, damages, judgments or decrees, actions, debts, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, Contractual or business relations, proprietary or business interests arising out of, resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by the Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as " Successful Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them; or (ii) the failure of the Successful Proposer to conform to statutes, ordinances, resolutions, rules, or other regulations or requirements of any governmental authority, local, federal or state, conditions or requirements; or currently prevailing standards of care, normal protocols, and best practices in connection with the performance of the Agreement ; or (iii) Successful Proposer further expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws; or (iv) a breach or a failure to comply with any terms and conditions of this Agreement, as amended, by the Successful Proposer, including actions or omissions of Successful Proposer's agents, representatives and assigns; or (v) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Agreement or otherwise. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability; and the Successful Proposer shall hold harmless and indemnify the MPA and the City for any errors in the provision of Services and for any fines which may result from the fault of the Successful Proposer

These indemnifications shall survive the term or cancellation of this Agreement. In the event that any action or proceeding is brought against the City or MPA by reason of any such action, claim or demand, Successful Proposer shall, upon written notice from MPA, or the City Attorney, resist and defend such action or proceeding by counsel satisfactory to MPA and the City Attorney.

The Successful Proposer shall furnish to MPA c/o Procurement Department, 40 NW 3rd Street, Suite #1103 Miami, Florida 33128, Certificate(s) of Insurance prior to Agreement execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

INSURANCE LEVELS/REQUIREMENTS – SHARED ELECTRIC MOPED PROGRAM

Commercial General Liability

- A. Limits of Liability
 - 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

- B. Endorsements Required
 - City of Miami listed as an additional insured
 - DOSP dba Miami Parking Authority listed as additional Insured
 - Contingent and Contractual Liability
 - Primary Insurance Clause Endorsement
 - Premises and Operations Liability

Business Automobile Liability

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

- B. Endorsements Required
 - City of Miami included as an Additional Insured
 - DOSP dba Miami Parking Authority listed as an additional insured

- C. Worker's Compensation
 - Limits of Liability
 - Statutory-State of Florida
 - Waiver of subrogation

- D. Employer's Liability
 - Limits of Liability
 - \$100,000 for bodily injury caused by an accident, each accident.
 - \$100,000 for bodily injury caused by disease, each employee
 - \$500,000 for bodily injury caused by disease, policy limit

Umbrella Coverage

\$1 Million coverage naming the City and the MPA as additional insureds

Additional Security

The Selected Proposer shall be required to furnish to the MPA, as part of the Contract execution, either a Security Deposit, or an irrevocable and unconditional Letter of Credit, or a bond ("Additional Security"), naming the MPA and the City of Miami (collectively "Beneficiaries"), in the amount of Fifty Thousand Dollars (\$50,000.00). The Additional Security must be written and secured by a bank located in Miami-Dade County and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Beneficiaries. The Beneficiaries, to draw on the same, would merely have to give written notice to the bank with a copy to the Selected Proposer. Selected Proposer agrees and acknowledges that the Beneficiaries may, without demand or notice to the selected Proposer, collect from the Additional Security all amounts due to Beneficiaries and all other amounts required by the Beneficiaries to cure any default of Services under the Contract, in the Beneficiaries' sole discretion, including all amounts incurred in the investigation of an occurrence of a default and/or the enforcement of the Contract, including reasonable attorney's fees and costs. In the event that Beneficiaries draw upon the Additional Security, Selected Proposer agrees to take an action necessary to restore the amount of the Additional Security to its original amount within five (5) days after receipt of Beneficiaries' notice that it has drawn upon the Additional Security, if applicable.

The Additional Security shall be subject to approval as to form by the City Attorney and Risk Management, and shall be in effect and irrevocable and unconditional during the entire term of the Contract."

The above policies shall provide the City of Miami 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.

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

The company must be rated no less than "A-" as to management, and no less than Class "V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New

Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by the City of Miami's Risk Management prior to insurance approval.

Companies not meeting the above rating requirements shall submit proof of Reinsurance from qualifying insurers having or exceeding the required rating criteria.

Certificates of insurance will indicate no modification or change in insurance without (30) days in advance notice to the certificate holder.

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

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

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

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

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

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

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

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

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

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

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

14.0 STATEMENT OF NO BID/RESPONSE

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

Miami Parking Authority
Procurement Office
40 NW 3rd Street, Suite #1103
Miami, FL 33128

We, the undersigned, have declined to submit a Bid on your
Bid No. RFP 19-12 SHARED ELECTRIC MOPED PROGRAM for the following reasons:

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

Remarks:

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

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____

15.0. 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 Chief Executive Officer, after consultation with the Chief Procurement Officer, and the City Attorney, shall have the authority to debar a Contractual party for the causes listed below from consideration for Award of MPA contracts. The debarment shall be for a period of not fewer than three (3) years. The Chief Executive Officer shall also have the authority to suspend a contractor from consideration for Award of MPA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the Chief Executive Officer, the City Attorney, and the Board.

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

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private agreement or subcontract, or incident to the performance of such agreement 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 agreement provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of an agreement or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the Contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the Chief Executive Officer to be so serious and compelling as to affect the responsibility of the Contractual party performing MPA contracts.

(c) Certification:

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

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

Company name: _____

Signature: _____

Date: _____

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

16.0 PROPOSER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

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

COMPANY NAME: _____

COMPANY OFFICERS:

President _____

Vice President _____

Secretary _____

Treasurer _____

COMPANY OWNERSHIP:

_____ % of ownership
_____ % of ownership
_____ % of ownership
_____ % of ownership

LICENSES:

1. County or Municipal Business Tax Receipt No. (attach copy with Bid)
2. Business Tax Receipt
3. Business Tax Receipt 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.

17.0 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 RFQ.

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.

FIRM/RESPONDENT'S NAME: _____

SIGNATURE/TITLE: _____

DATE: _____

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

18.0 **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>

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

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

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

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

19.0 CERTIFICATION OF 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.

EXCEPTIONS:

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: _____

20.0 NO CONFLICT OF INTEREST CERTIFICATION

Submitted this _____ day of _____, 2019.

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

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

The Proposer/Respondent states that this response is based upon the documents identified by the following number: Bid/RFP No. 19-12.

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

Name	Street Address	City	State	Zip

The Proposer/Respondent further certifies that this response/submission complies with Chapter 2 of the Code, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the MPA has an interest directly or indirectly in the profits or emoluments of the Agreement, job, work or service to which the response/submission pertains.

SIGNATURE

PRINTED NAME

TITLE

Company Name

21.0 LIVING WAGE CERTIFICATION

Pursuant to Section 18-557(c) of the City of Miami Code, as amended, entitled *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 into any such contract with the City and or MPA, the service contractor certifies to pay each of its covered employees no less than the living wage described in section 18-557(a). A copy of this certificate must be made available to the public upon request. The certificate at a minimum must 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 _____, in _____, _____ State

Signature

Mailing Address

Name of Signatory (please print)

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>



22.0

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM ISSUED BY MPA

RFP 19-12 ELECTRIC MOPED PROGRAM

NAME OF FIRM: _____

CONTACT PERSON: _____

ADDRESS: _____

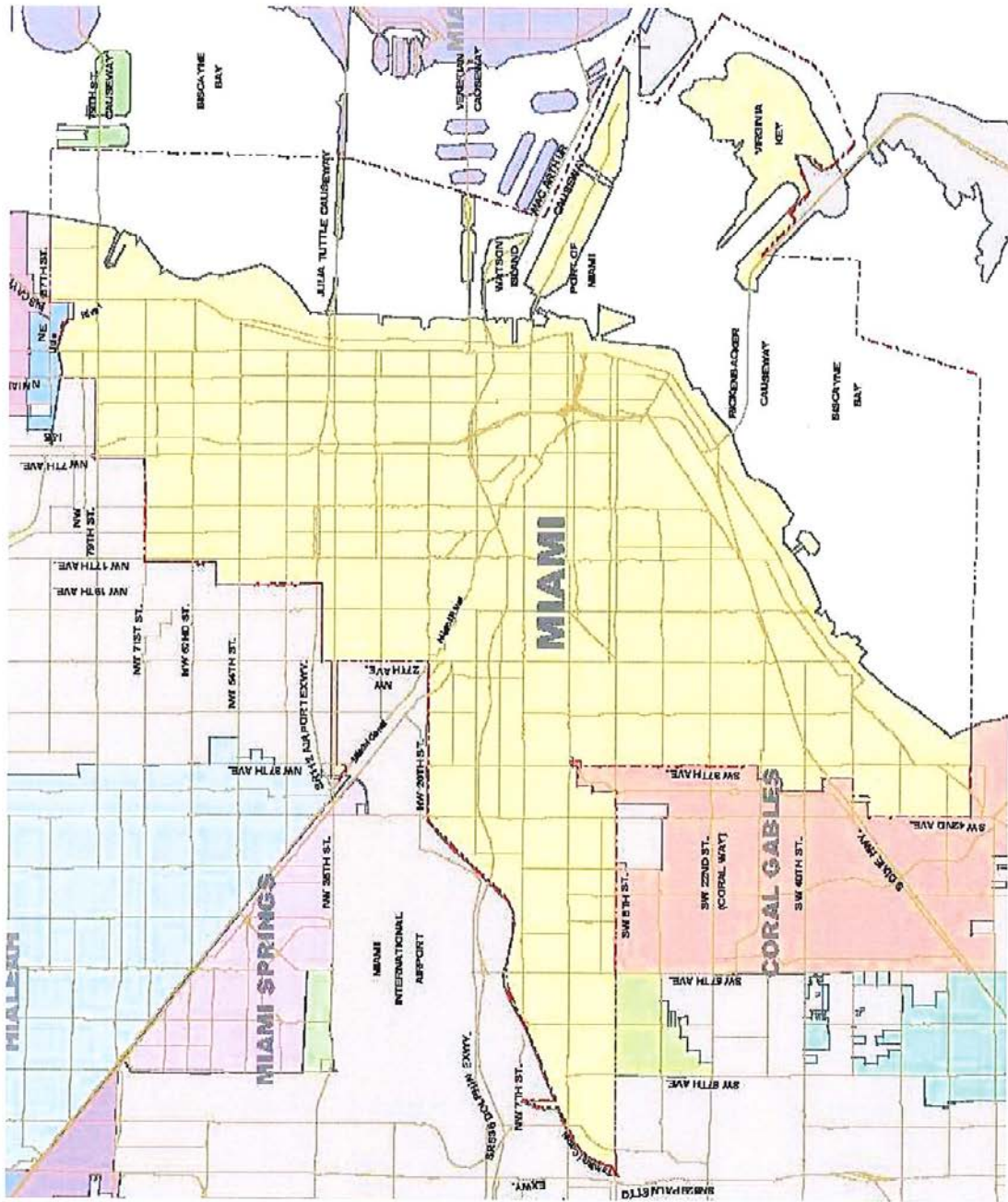
TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

LIST EACH ADDENDUM # RECEIVED: _____

SIGNATURE/TITLE: _____



RFP 19-12 ELECTRIC MOPED PROGRAM

EXHIBIT "A"