



**REQUEST FOR PROPOSALS (RFP 22-06)
for
WATERLESS CAR WASH SERVICES
at**

Garage 1 – Courthouse Center Garage, 40 NW 3rd Street
Garage 3 – College Station Garage, 190 NE 3rd Street
Garage 4 – James L. Knight Center Garage, 100 SE 2nd Street
Garage 5 – Regatta Harbour Garage, 3351 Pan American Drive

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN**

MAY 18, 2022, by 10:00 a.m. EST

At

**Miami Parking Authority
40 N.W. 3rd Street, Suite #1103
Miami, FL 33128
(305) 373-6789**

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

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

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SECTION 1 INTRODUCTION

The Department of Off-Street Parking for the City of Miami d/b/a Miami Parking Authority, (“MPA” or the “Authority”) **is soliciting Proposals from local, established Concessionaires who are qualified to provide waterless car wash services to the public in four (4) public parking garages.** The successful Concessionaire will provide all labor, supervision, equipment, and materials necessary for the scope of services described herein. This Request for Proposals (RFP) contains specific information about the scope of services, submission requirements and selection procedures.

Please deliver one (1) original unbound proposal, and five (5) complete bound copies of the original proposal, to the administrative office of the **Miami Parking Authority, 40 NW 3rd Street, Suite 1103, Miami, Florida 33128 no later than 10:00 a.m. on or before May 18, 2022.** 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 bearing the name of the individual and/or company, the address, as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation timetable section. Proposals received after said date and time will not be considered and no time extensions will be permitted.

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

Event	Date
Issue Date	April 18, 2022
Last Date for Receipt of Written Questions	April 27, 2022, at 10:00 am
Deadline for Submittal of Proposals	May 18, 2022, at 10:00 am

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PRE-PROPOSAL SITE VISIT

In order to evaluate the conditions and determine the costs and labor necessary for providing the Scope of Services outlined in Section 3 of this RFP, prior to submitting a proposal, prospective concessionaires are required to visit and inspect the four public parking garages where the Scope of Services will be performed. In no event shall failure to inspect the Sites constitute grounds for a claim after the contract award.

2.2 DEADLINE REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Requests for additional information or clarifications must be made in writing and received by the Procurement Administrator. 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 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 **April 27, 2022, by 10:00 a.m.** Proposers may e-mail, or mail their requests to the attention of Anna Parekh, Miami Parking Authority, 40 N.W. 3rd Street, Suite #1103, Miami, Florida 33128; email: procurement@miamiparking.com

2.3 COMPLETION TIME

Proposer shall provide an accurate and timely project completion schedule for the services described in Section 3 and shall adhere to the commencement and completion schedule. MPA reserves the right to impose liquidated damages upon the Proposer for the untimely completion of the project.

2.4 PROCEDURE FOR RESPONSE EVALUATION AND SELECTION:

- a. Request for Proposals issued.
- b. Receipt of responses.
- c. Opening and listing of all responses received.
- d. An Evaluation Committee ("Committee"), appointed by the CEO, 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.

- e. The Evaluation Committee shall forward its recommendation to the CEO who will make a recommendation to the Board, if required to do so by the City of Miami Procurement Code.

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. The proposed term of the Agreement is two (2) years, with a one (1) year extension of time, at MPA's option. MPA reserves the right to execute or not execute, as applicable, an Agreement with the successful Concessionaire, if determined to be in MPA's best interest.

If MPA and the successful Concessionaire 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 PRICES

Prices offered for this project shall be firm and fixed for the initial term of the Agreement.

2.7 MAINTENANCE OF PUBLIC RECORDS

The Proposer 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 Proposer for a minimum of three (3) years from the date of termination of this Agreement or the date the Services are completed, whichever is later. The MPA, or any duly authorized agents or representatives of the City, 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.

Proposer 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 City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City 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 City 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 City in a format compatible with the City's information technology systems.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

2.8 RESPONSIBLE WAGES AND BENEFITS

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 solicitation 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 Proposal/proposal for a sub-contractor on any service contract subject to this article.

SECTION 3 SCOPE OF SERVICES

MPA intends to receive Proposals for waterless car wash services as described herein. Prices offered shall include all labor, supervision, equipment, and materials necessary to complete the work in this Proposal.

3.1 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:

Concessionaire – the successful respondent of this RFP who has been awarded a contract to perform the Scope of Services outlined herein.

Concession Area or Site – The area(s) designated by MPA where Concessionaire may provide the Scope of Services in the following garages:

Garage 1 – Courthouse Center Garage, 40 NW 3rd Street

Garage 3 – College Station Garage, 190 NE 3rd Street

Garage 4 – James L. Knight Center Garage, 100 SE 2nd Street

Garage 5 – Regatta Harbour Garage, 3351 Pan American Drive

Additional areas may be added by mutual amendment to the Agreement between the MPA and Concessionaire. If the property is not owned by the MPA, then consent of the property owner is required prior to the execution of the Agreement.

Concession Services – Concessionaire shall provide, at its own expense, waterless car wash services in the Concession Areas to Patrons/Customers.

Patrons/Customers – The persons utilizing the Services identified in the RFP.

Waiver – The document signed by all patrons waiving the right to hold the MPA and Concessionaire responsible for claims of injury and/or damage to the car while utilizing the Concession Services.

3.2 RESPONSIBILITIES OF MIAMI PARKING AUTHORITY - The MPA shall provide the Concessionaire with designated areas for Concession Services, including employee parking, garage access, electrical service, and up to ten (10) parking spaces in each Concession Area.

3.3 RESPONSIBILITIES OF CONCESSIONAIRE:

1. Provide Concession Services during operating hours approved by MPA;
2. Use only biodegradable chemicals;
3. Provide, at its own expense, signage, supplies, equipment as needed;
4. Maintain any and all Concession structures, facilities, improvements, and equipment on the Site in good operating order and repair at its own cost and expense;
5. Operate the Concession 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 Concessions;
6. Maintain and operate the Concessions 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;
- 7.** Remedy without delay any defective, dangerous, or unsanitary conditions;
 - 8.** Submit monthly reports of gross receipts in a format approved by the MPA;
 - 9.** Submit annual detailed Gross Receipts report for the past year's operations.

SECTION 4 REQUIRED FORMS

ALL OF THE FOLLOWING FORMS MUST BE COMPLETED, SIGNED, AND **SUBMITTED IN THE FOLLOWING ORDER** AS THE RESPONSE TO RFP 22-06. FAILURE TO COMPLETE, SIGN, AND RETURN ALL FORMS MAY DISQUALIFY YOUR RESPONSE

FORM 1 COVER PAGE AND CONTACT PERSON INFORMATION

FORM 2 PRICE AND FEE SCHEDULE

FORM 3 REPRESENTATIONS AND ACKNOWLEDGEMENTS

FORM 4 INSTRUCTIONS TO PROPOSERS (Proposers must attach to FORM 4: Proposal's substantiating documentation, including Concessionaire's Executive Summary, Staffing and Operational Plan, Marketing Plan, Financial Statement or Tax Return, Corporate Articles of Incorporation, Three (3) Reference Letters, and relevant Licenses and Local Office documentation)

FORM 5 INDEMNIFICATION AND INSURANCE

FORM 6 LIVING WAGE CERTIFICATION

FORM 7 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

FORM 8 AUTHORIZATION

SECTION 5 MINIMUM REQUIREMENTS

Each Proposer interested in responding to this Request for Proposals must provide the relevant information regarding the Proposer's qualifications and experience, financial documentation, references, etc. **All substantiating documentation must be attached to FORM 4, and must include or demonstrate the following:**

- 1) The Proposed Company must be an established car wash business for a minimum of three (3) years. Articles of Incorporation must be provided;
- 2) Executive Summary and Staffing and Operational Plan explaining the approach to the Concession Services and why the Proposer believes its team's qualifications provide the best value and Concession services;
- 3) Marketing Plan detailing the Proposer's approach to marketing of Concession Services to reach the broadest audience and achieve the best results;
- 4) City or County business tax receipts and/or Occupational License;
- 5) To demonstrate financial soundness; submit a copy of the most recent independently audited (or unaudited if audited statement is not available) Financial Statement for the past year, 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. A copy of the past year's business income tax return will be accepted if a financial statement is not available;
- 6) Three (3) reference letters from clients, attesting the Proposer successfully provided Services within the past three (3) years. Reference letters must be dated and include the client's company name, title, email address, phone number, dates of service, and point of contact who can verify that the Proposer has successfully provided the Services as defined in this RFP;
- 7) 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 of Miami.
- 8) Proposer shall not have any conflicts of interests that have not been waived.

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

SECTION 6 EVALUATION CRITERIA

An Evaluation Committee will review Proposals which have complied with the Minimum Requirements to determine compliance with the terms of the RFP and will 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 may 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. The evaluation process allows a total of 100 possible points by assessing the following:

- a. **Experience – (30 Points)**. The Evaluation Committee will review the Executive Summary, relevant qualifications, corporate information, references, past performance, experience of key personnel, finances, and 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- (20 Points)**. Proposer's proposed price to patrons and customers. The MPA reserves the right to decline Proposals that are not within Competitive Range, e.g., unreasonably low or high in price.
- c. **Percentage Payment - (20 Points)**. Proposer's percentage payment to MPA.
- d. **Marketing Plan – (15 Points)**. Proposer's approach to the promotion of proposed Services.
- e. **Staffing and Operational Plan - (10 Points)**. Proposer's approach to the staffing, operation, and management of proposed Services.
- f. **Local Office - (5 Points)**. Proposers who maintain a business within the City of Miami will be awarded five (5) points if the local office meets the criterion, as defined in Sec. 18-73 of the City of Miami Procurement Code, which states:

Local office means a business within the City of Miami which meets all of the following criteria:

- (1) *Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;*
- (2) *If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate*

limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;

- (3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and*
- (4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and*
- (5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.*

FORM 1 - RFP 22-06 WATERLESS CAR WASH SERVICES

COVER PAGE & CONTACT PERSON INFORMATION

(TO BE USED AS THE COVER PAGE OF YOUR PROPOSAL)

PROPOSER: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

The contact person indicated should be someone MPA may contact for any questions or provide any correspondence related to this Solicitation.

FORM 2 - RFP 22-06 WATERLESS CAR WASH SERVICES

PRICE AND FEE SCHEDULE – Both sections (Part 1 and Part 2) below are competitive and must be completed.

PART 1 - PRICE PROPOSAL – Concessionaire proposes to charge the following fees for waterless car wash services:

PRICING FOR REGULAR WASH (FIXED/FIRM PRICING) in Garage 1 – Courthouse Center, 40 NW 3rd Street			
VEHICLE TYPE	EXTERIOR ONLY (including windows, mirrors, and tire shine)	INTERIOR ONLY (including windows, vacuum all areas including carpets, mats, & trunk)	BOTH EXTERIOR & INTERIOR
Car			
SUV			
Other			

PRICING FOR REGULAR WASH (FIXED/FIRM PRICING) in Garage 3 – College Station, 190 NE 3rd Street			
VEHICLE TYPE	EXTERIOR ONLY (including windows, mirrors, and tire shine)	INTERIOR ONLY (including windows, vacuum all areas including carpets, mats, & trunk)	BOTH EXTERIOR & INTERIOR
Car			
SUV			
Other			

PRICING FOR REGULAR WASH (FIXED/FIRM PRICING) in Garage 4 - James L. Knight Center, 100 SE 2nd Street			
VEHICLE TYPE	EXTERIOR ONLY (including windows, mirrors, and tire shine)	INTERIOR ONLY (including windows, vacuum all areas including carpets, mats, & trunk)	BOTH EXTERIOR & INTERIOR
Car			
SUV			
Other			

PRICING FOR REGULAR WASH (FIXED/FIRM PRICING) in Garage 5 – Regatta Harbour, 3351 Pan American Dr.			
VEHICLE TYPE	EXTERIOR ONLY (including windows, mirrors, and tire shine)	INTERIOR ONLY (including windows, vacuum all areas including carpets, mats, & trunk)	BOTH EXTERIOR & INTERIOR
Car			
SUV			
Other			

**FORM 2 - RFP 22-06 WATERLESS CAR WASH SERVICES
PRICE AND FEE SCHEDULE – page 2**

PART 2 - PERCENTAGE OF GROSS RECEIPTS PAYABLE TO MPA: The Successful Concessionaire will pay to MPA, together with a Monthly Report of Gross Sales, a **Monthly Concession Fee, representing a percentage of the corresponding month’s Gross Sales.** “Gross Sales” shall mean all receipts on account of sales made, or services rendered, to customers on or from the Concession Sites, regardless of whether the receipts are paid at the Concession Sites or whether the same be in cash, check, or in the form of receivables. **The minimum acceptable Monthly Concession Fee is Ten Percent (10%) of Gross Sales. MPA will not accept proposals which offer below Ten Percent (10%) of Gross Sales.**

The proposed minimum Monthly Percentage of Gross Receipts payable to MPA shall be:

_____ percent (___%).

I hereby certify that I am authorized to act on behalf of the Concessionaire, Individual Partnership, Corporation or Association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of ninety (90) days from the deadline for receipt of Proposals; or if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining Contract signature and approval.

I understand and agree to be bound by the Conditions contained in the Request for Proposal and shall conform to all requirements of the Request for Proposal.

Company Name

Authorized Representative

Title: _____

Signature

Date: _____

FORM 3 - RFP 22-06 WATERLESS CAR WASH SERVICES

REPRESENTATIONS AND ACKNOWLEDGEMENTS

The undersigned, (herein after called "Proposer"), hereby declares that he/she is acquainted with the Concession Sites and has fully acquainted her/himself with the work to be done; that he/she has thoroughly examined the Scope of Services; and has read any and all Addenda issued prior to the opening of Proposals for the specified project.

The terms and conditions, requirements, specifications, and obligations as set forth in the Request for Proposals, Forms 1 through Form 8, are incorporated herein by reference and shall form the "Proposal Package."

The Proposer proposes and agrees, if this proposal is accepted, to furnish all necessary materials, tools, equipment, all necessary labor to properly perform the waterless car wash Scope of Services detailed and described in this RFP. It is understood by the Proposer that any prices or fees in the Price and Fee Schedule are given for the purpose of Proposal comparison only and do not form the basis of a binding agreement between the Proposer and MPA:

To ensure that the Proposals are assessed equally and fairly, it is understood by the Proposer that all Proposal item amounts shall be submitted fully and accurately so that MPA can properly assess the cost of each item of the work. In the event any item is not included, or price undervalued, the Proposal will be considered nonresponsive.

Proposer agrees that, if awarded an Agreement, it will sign the Agreement following approval of the Board of Directors or its designee, unless otherwise stipulated a Notice of Award Letter and is contingent upon the completion and submittal of all required documents specified in this RFP.

The Proposer agrees that, if awarded an Agreement, it will obtain any permits necessary to perform the Scope of Services.

Proposer agrees to abide by the Agreement which will specify the date of Commencement of the Scope of Services.

The MPA reserves the right to request presentations from the Proposer after Proposal submission and review is completed.

SIGNATURE:

COMPANY NAME:

DATE:

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CONTRACTOR LICENSE NO: _____

FORM 4 - RFP 22-06 WATERLESS CAR WASH SERVICES

INSTRUCTIONS TO PROPOSERS

1. Proposer Representation

- a. Each Proposer submitting a Proposal represents that:
 - i. The Proposer has read and understands the Scope of Services;
 - ii. The Proposer has visited the Concession Sites and is familiar with the conditions under which the Scope of Services must be performed;
 - iii. Failure to so examine the Scope of Services, the Concession Areas, site conditions, and Agreement resulting from this RFP shall not relieve any Proposer from any obligation under the Proposal submitted.

2. Preparation and Submissions of Proposals

- a. Proposals shall be submitted as proposals and at no cost to the MPA.
- b. Date and time for receipt of Proposals is set forth in the Request for Proposals.
- c. Timely delivery of a Proposal at the location designated shall be the full responsibility of the Proposers.

3. Agreement Awards

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, 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.

4. Proposal Requirements and Additional Details.

- a. Follow all instruction to Proposers and conditions unless otherwise noted within the RFP Package.
- b. Proposers shall attach to this FORM 4, an Executive Summary, Staffing and Operational Plan, Marketing Plan, financial documents, reference letters, and all documentation outlined in Section 5. MINIMUM REQUIREMENTS.
- c. All expenses involved with the preparation and submission of Proposal to the MPA shall be borne by the Proposer. No payment will be made for any responses received or any

other effort required or made by Proposer in this process or otherwise prior to the awarding of an Agreement by MPA.

- d. MPA may require Proposers to give oral presentations in support of their Proposal Proposals.

5. Executive Summary and Staffing Plan.

Proposers shall attach hereto a written description of the planned methods, means and processes for accomplishing the Scope of Services in the Concession Areas. For the purposes of planning their work, the Proposer shall assume to be able to close access to no more than ten (10) parking spaces in each garage at a time. Proposer is fully responsible to coordinate their work with MPA Garage Managers. MPA will not be responsible for any coordination required for Concessionaire to accomplish their work. Hence, the importance of a detailed well thought out staffing plan for accomplishing the work. Proposer's attached Executive Summary and Staffing and Operation Plan must include, at a minimum, the following:

- a. Clearly describe materials, methods, equipment, staffing, site aesthetic and cleanliness control. Discuss job site safety.
- b. Identify any major areas of potential problems/challenges and possible solutions or proposed plan of action to mitigate them.
- c. Explain methods for controlling cleanliness and maintain the Concession Areas, schedule, minimizing wait times for Customers, problems and other potential delays.
- d. Discuss quality control procedures to be applied to this project and list most recent project where these procedures were used.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CONTRACTOR LICENSE NO: _____

FORM 5- RFP 22-06 WATERLESS CAR WASH SERVICES

INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the MPA, the City, and Sumitomo Corporation of Americas, USPO Miami, LLC, Transwestern, 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 sub-contractors (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 Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of the Successful Proposer, or any of its sub-contractors, 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 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:

I. Commercial General Liability

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

B. Endorsements Required

City of Miami & DOSP DBA MPA listed as additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

II. **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 \$ 300,000
- B. Endorsements Required
 - City of Miami & MPA listed as an additional insured

III. **Worker's Compensation**

Limits of Liability
Statutory-State of Florida
Waiver of Subrogation

Employer's Liability

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

The above policies shall provide the City of Miami and the Miami Parking Authority with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The 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 Risk Management prior to insurance approval.

BINDERS ARE UNACCEPTABLE.

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

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:

Certificates will indicate that any modification or change in insurance shall not be made without thirty (30) days written advance notice to the certificate holder.

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

Compliance with the foregoing requirements shall not relieve the Successful Proposer 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 Agreement.

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: _____

FORM 6- RFP 22-06 WATERLESS CAR WASH SERVICES

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 Agreements subject to this article shall be void, and no funds may be released, unless prior to entering into any such Agreement 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 Agreement is sought:

Project: _____
Name of Contractor: _____
Contact person: _____
Address: _____
Phone number: _____

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

Amount of Agreement: \$ _____

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 Agreements 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 Agreement 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 _____, _____
City 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>

FORM 7 - RFP 22-06 WATERLESS CAR WASH SERVICES -

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM ISSUED BY MPA

NAME OF FIRM: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL: _____

LIST EACH ADDENDUM # RECEIVED: _____

SIGNATURE/TITLE: _____

FORM 8 - RFP 22-06 WATERLESS CAR WASH SERVICES

AUTHORIZATION

1. I hereby certify that I am authorized to act on behalf of the Proposer, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Proposer certifies that the Proposer has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of work to be performed.
3. Proposer, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also, the Proposer agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
4. 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.
5. We (I) further understand, agree, and acknowledge that failure to comply with the Responsible Wage Ordinance requirements shall constitute a material breach of the Agreement by which the MPA may immediately terminate same.
6. Proposer understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____