

**REQUEST FOR PROPOSALS
FOR
MURAL ADVERTISING SERVICES**

RFP No. 09-10 MURAL ADVERTISING SERVICES



Contracting Officer: Arthur Noriega, V.
Chief Executive Officer

Telephone: (305) 373-6789

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN

January 11, 2010 @ 2:00P.M. (Local Time)

At

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

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

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

PUBLIC NOTICE

The Department of Off-Street Parking of the City of Miami d/b/a Miami Parking Authority ("MPA") is seeking Submissions ("Proposals" or "Responses") for Mural advertising services.

Interested firms may pick up a copy of the Request for Proposals ("RFP") to be issued on December 3, 2009 at 190 Northeast Third Street, Miami, Florida 33132. The RFP contains detailed and specific information about the scope of services, Submission requirements and selection procedures.

One (1) loose original, five (5); three (3) ring binder copies, and one (1) copy on CD-ROM in PDF format of the completed and executed Submission must be delivered to the administrative office of the Miami Parking Authority, 190 Northeast Third Street, Miami, Florida 33132 no later than 2:00 P.M. (EST), January 11, 2010. Submissions received past such deadline and/or submitted to any other location or office shall be deemed not responsive and rejected. The Chief Executive Officer and/or the Board reserves the right to accept any Submission deemed to be in the best interest of Miami Parking Authority, to waive any technicalities or irregularities in any Submission and/or reject any or all Submissions and re-advertise for new Submissions.

Any request for additional information or clarification must be received in writing no later than 5:00 p.m. (EDT), December 24, 2009. Proposers may fax or mail their requests to the attention of Trecia Demby, Procurement Manager, and 190 N.E. 3rd Street, Miami, Florida 33132. The facsimile number is (305) 371-9451; email is: tdemby@miamiparking.com. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

Interested firms/individuals are responsible for visiting MPA's website or contacting Trecia Demby to obtain and/or download crucial information pertaining to the RFP.

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

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1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

MPA is soliciting proposals for a qualified firm ("Proposers" or "Respondents") to lease the east façade of the Miami Parking Authority's Cultural Center Garage ("Garage No. 2") for the purpose of mural advertising services.

The selected Proposer's advertising services shall provide national and local advertisers a venue within the City of Miami and generate maximum revenue, while enhancing the image of Garage No. 2.

The Proposer shall have at least three years of experience in managing, operating and leasing outdoor wall mural venues and/or operated an advertising program or revenue initiatives for venues with continuous large population exposure locations. The Proposer must be the holder of an active "mural permit", as defined in and regulated by Article XIII of the Charter and Code for the City of Miami, relate to Zoning Approval for Temporary Uses and occupancies (specifically, Sections 62-601 through 62-618).

A selection committee ("Selection Committee") has been appointed by the Board to develop the RFP for Mural Advertising Services, to select and evaluate responses to the RFP, and to recommend to the most qualified proposer to the Board.

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

Proposals must be delivered to the administrative office of MPA located at 190 Northeast Third Street, Miami, Florida 33132 by January 11, 2010 @2:00 P.M (local time) and will be publicly opened at that time.

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

1.1. Invitation

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

1.2. Contract

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

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

All requests for additional information or clarification of any and all communication must be received in writing no later than December 24, 2009 5:00 p.m. (EDT). Proposers may fax or mail their requests to the attention of Trecia Demby, Manager of Procurement and Administration, 190 N.E. 3rd Street, Miami, Florida 33132. The facsimile number is (305) 371-9451 or email: tdemby@miamiparking.com

1.4. Letter of Intent to Respond

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

Trecia Demby
Manager of Procurement and Administration
Miami Parking Authority
190 NE 3rd Street, Miami, FL 33132
Phone: (305) 373-6789 Ext. 238
Fax: (305) 371-9451
E-Mail: tdemby@miamiparking.com

Failure to submit an LIR by the deadline specified will result in the disqualification of any Proposal submitted by the Proposer. Submission of the LIR constitutes the Proposer's acceptance of the procedures, evaluation criteria, and other administrative instructions of this RFP. LIR's may be withdrawn at any time before the Submission deadline.

1.5. Additional Information or Clarification

Requests for additional information or clarifications must be made in writing and received by the Procurement Manager, specified on the Public Notice section of this RFP, in accordance with the deadline. Electronic facsimile requesting additional information will be received by the Procurement Manager for this RFP at the fax number (305) 371-9451. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

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

1.6. Award of Contract

MPA reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer that is determined to be in the MPA's best interests.

If MPA and the Successful Proposer cannot negotiate a mutually acceptable Contract, MPA may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until a Contract has been executed or all Submissions have been rejected. No Proposer shall have any rights in the subject project or against MPA arising from such negotiations. The Contract will be furnished by the MPA; will contain certain terms as are in the MPA's best interests, and may be executed on a project by project basis.

1.7. Contract Execution

The successful proposer shall negotiate in good faith the terms of the contract that must be executed prior to commence of service. A form Professional Services Agreement ("PSA") is attached and the successful proposer will sign an Agreement in substantially this form.

1.8. Unauthorized Work

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

1.9. Instructions

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

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

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

1.10. Changes / Alterations

Proposer 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.

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

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

Proposers shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer(s), the Proposer shall provide a list confirming the Sub-Contractors

that the Successful Proposer intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, location of the place of business for each Sub-Contractor, the services Sub-Contractor will provide relative to any Contract that may result from this RFP, any applicable licenses, references, ownership, and other information required of Proposer. This list shall be reviewed, approved rejected and/or accepted by MPA prior to contract execution.

1.12. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the MPA's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The MPA will NOT be responsible for any oral instructions, clarifications, or other communications.

1.13. Disqualification

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

1.14. Submission Receipt

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

1.15. Capital Expenditures

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

1.16. Proposer's Responsibility

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Lack of knowledge of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the Successful Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Proposer.

2.0 SCOPE OF SERVICES

The Miami Parking Authority (“MPA”) is soliciting proposals to lease the east façade of its Cultural Center Garage (“Garage No. 2”) for the purpose of Mural Advertising. This facility is owned and managed by the MPA and is located at 90 SW 1st Street, Miami, FL. The building sits adjacent to the I-95 on-ramp with excellent exposure to westbound traffic. The east façade of Garage No. 2 has an advertising space of approximately 60’ W x 110’H and is not illuminated at night. Due to its height, the wall surface offers unobstructed exposure to the traffic heading to I-95 from downtown Miami, making it an ideal location for a wall mural.

The successful Proposer must be the holder of an active “mural permit”, as defined in and regulated by Article XIII of the Charter and Code for the City of Miami, relate to Zoning Approval for Temporary Uses and occupancies (specifically, Sections 62-601 through 62-618).

The scope of Services shall include, but is not limited to, the following:

A. Objectives

MPA is seeking to establish a contract to lease the use of the east façade of Garage No. 2 for the sole purpose of operating a successful, efficient and professional appearing outdoor advertising venue. The selected Proposer shall achieve the following objectives:

- Optimize the advertising space;
- Generate maximum revenue; and
- Enhance the aesthetics of Garage No. 2

B. General Services

1. Appoint a single point of contact as the selected Proposer’s Project Manager to represent and act on behalf of the selected Proposer in all matters pertaining to the advertising services program. Said employee should be readily available to timely respond to project-related concerns raised by the MPA.
2. Commence mural installation at the subject site within 120 days following contract award. This includes the selected Proposer meeting all applicable City of Miami requirements as necessary to be approved by the City for the “transfer” of an existing mural permit from an existing site, or for obtaining a new site-permit.
3. Conduct, at its sole cost and effort, any and all preliminary site research, regulatory review, and field visits necessary to assess project viability, including the ability to meet the time requirement listed above.
4. Operate a successful, efficient and professional-appearing outdoor advertising venue, by replacing or repairing any and all physical component(s) of the advertisement and related equipment that are damaged due to normal wear-and-tear, weather-related incidents, vandalism and/or accident.
5. Make reasonable efforts to contract for the advertisement of goods and services that are provided by local businesses, in order to increase the value of the service to the surrounding business community.
6. Ensure that the selected Proposer’s production and operation personnel meets with MPA’s operation’s personnel within the first 45 days following contract award, in order to assess the

specific characteristics of the property and to ensure compliance with those requirements deemed by the MPA to be necessary to protect the integrity of the building.

7. Successful Proposer must comply with all applicable federal, state, county and city laws, codes, ordinances, statutes and requirements.

C. Advertisement Approval

MPA expressly reserves the right to review, approve, and/or reject any advertisers, advertising copy, material or graphics which MPA deems objectionable or undesirable as per the guidelines specified in City of Miami Ordinance #12983, Section 62-606, Subsections (c), (e), (f), (g), (i) and (j). Contractor shall provide MPA the content of an advertisement for its approval with no less than 7 days in anticipation.

D. Prohibited Advertisements

Any advertising of tobacco products will be strictly prohibited. Additionally, MPA stipulates that Service Provider not display any alcohol or alcoholic beverage advertisements, obscene or offensive material as determined by MPA and as defined by the City of Miami Adult Entertainment/ Adult Service Establishment Ordinances. .

E. Term

The term of the Contract shall be for an initial term of three (3) years, with an option to renew on the same terms and conditions for two (2) additional one (1) year periods at the sole discretion of MPA.

F. Proposal Submission

At the same time the Qualifications are submitted, each Proposer shall also submit in a separate sealed envelope, one (1) sealed original, five (5) copies and one (1) copy on CD-ROM in PDF format of the proposed Contract Billing Rate information. The Price(s) proposed shall remain firm for the entire term of the Contract.

2.1 Proposer's Qualifications

Proposer MUST be a qualified applicant with the City of Miami and must comply with Chapter 62 Sections 601-617 entitled "Mural Regulations" of the Code of the City of Miami. Anyone interested in becoming a qualified applicant may contact Pieter Bockweg, Assistant to the Sr. Director of Planning, Building and Zoning at 305-416-1455 for further information regarding this process.

- 2.1.1 To be considered to perform the Services, the Proposer must submit a Proposal demonstrating, at minimum, the following:

- A. At least three years of experience in managing, operating, and leasing outdoor wall mural venues and/or operated an advertising program or revenue initiatives for venues with

continuous large population exposure locations, contracting with clients willing to advertise in such venues at market rates, and installing and maintaining wall murals;

- B. Adequate financial strength to provide start-up operations and reasonable working capital; and
- C. Substantial knowledge of the legal requirements involved in this type of operation.

2.1.2 The Proposer must provide a list of relevant projects, including client contact names, titles, and phone numbers. A minimum of five (5) is required. References and contact information provided must not exceed five (5) years from the year 2008 and must be current.

2.2 Proposed Compensation

Proposer shall pay to the MPA, rent for the lease of the east façade of Garage No. 2. It is anticipated that the rent payments will include a Base Rent (a Minimum Annual Guarantee (MAG), plus an Additional Rent (percentage of Proposer's Monthly Revenues).

3.0. RFP GENERAL CONDITIONS

3.1. Acceptance/Rejection

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

3.2. MPA Not Liable for Delays

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

3.3. Legal Requirements

This RFP is subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility. The successful Proposer shall be in compliance with all applicable laws and not in debt or default to the City or MPA.

3.4 Non-Appropriation of Funds

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

3.5 Occupational License Requirement

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

3.6 Vendor Application

All prospective Proposers are required to complete MPA's automated/online vendor application indicating the Services which the Proposer can regularly supply to the MPA for inclusion on MPA's Proposer/Bidder's list. Any questions regarding submittal of the vendor application may be directed to the Procurement Department at (305) 373-6789 ext. 238.

3.7 Public Entity Crimes

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

3.8 Resolution of Protests

Any actual or prospective proposer who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Procurement Manager who shall have the authority, subject to the approval of the Chief Executive Officer and the City Attorney, to settle and resolve a protest with final approval by the Board of Directors. Protests failing to meet the requirements for filing shall NOT be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS.

3.9 Review of Responses for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the Submission requirements outlined in the RFP. A "responsive" Proposal is one which follows the requirements of the RFP, includes all documentation, is

submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.10 Review of Qualifications

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

3.11 Sales Tax

The MPA is State Sales Tax exempt. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08 Florida Statutes as amended and all amendments thereto and shall be paid solely by the Proposer.

3.12 Employees are 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 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 contract is not in the best interest of the MPA. Each employee shall have and wear proper identification.

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

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.

3.13 Collusion

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

3.14 Ownership of Documents

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

3.15 Unauthorized Work

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

3.16 Payment

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

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

Payment shall be made after delivery, within 45 days of receipt of an invoice for services/goods.

3.17 Minimum Qualification Requirements

Each firm interested in responding to this RFP must provide the information on the firm's qualifications and experience, qualifications of the project team, experience, and previous similar projects. Submittals that do not respond completely to all requirements may be considered non-responsive and eliminated from the process.

4.0 SPECIAL CONDITIONS OF PROPOSED CONTRACT(S)

4.1 Authorization

Upon authorization of the Board (if required) the Chief Executive Officer or his authorized designee shall negotiate all aspects of the Contract with the Successful Proposer. The City Attorney's Office will provide assistance to the Chief Executive Officer or his designee during the negotiation of the Contract and must approve the Contract as to legal form and correctness prior to the Board of Director's authorization (if required)

for the execution of the Contract by the Chief Executive Officer. The Contract shall comply with all applicable laws, City Charter, and code provisions. The Contract shall include certain clauses which will safeguard the interests of the MPA including, without limitations, cancellation for convenience, hold harmless/indemnity, no damages for delay and no adverse interest to the City clauses.

4.2 General

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

4.2.1 Amendments to the contract

The Chief Executive Officer shall have sole authority to amend the Contract on behalf of the MPA. All amendments must be in writing and signed by the CEO of MPA and an authorized officer of the Proposer.

4.2.2 Assignment of Contract

This Agreement is awarded to the Proposer based on his/ her unique qualifications. The Successful Proposer shall not assign any portions of the Contract, or any part of his/her operations, without written permission granted by the MPA through the Chief Executive Officer, in the MPA's sole discretion.

4.2.3 Compliance with orders and laws and cancellation

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

4.2.4 Conflict of interest

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

4.3 Contract Administrator

The Contract Administrator for the Contract shall be:

Name	Alejandra Argudin, Chief Development Officer for Planning and Development or Her Designee
Department	Department of Planning and Development
Address	190 NE 3 rd Street Miami, Florida 33132

4.4 Contact

Proposer shall include the name and office, mobile, and/or beeper number of the firm's intended contact person ("Contact"). In the event a Contract is awarded to Proposer, the Contact shall be available at one of these contact numbers on a daily basis during at least regular business hours, Monday through Friday, for purposes of addressing complaints and receiving information as to Contract performance.

4.5 Indemnification

The Successful Proposer shall agree to indemnify, defend and hold harmless the MPA and the City of Miami and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the requirements specified within the Contract, or the failure of the Successful Proposer to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance under the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Proposer, or any of its subcontractors, if applicable and 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.

4.6 Insurance

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

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

4.7 Hold harmless

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

4.8 Audit rights and records retention

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

4.9 Proposer's warranty

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

4.10 Ownership of documents

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

5.0 INSTRUCTIONS FOR SUBMITTING A RESPONSE

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

5.1 Submission Requirements

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

Separate submittal packages shall be submitted and shall clearly indicate the project for which it is being submitted. Submittal must contain the following documents, each fully completed, and signed as required. Submittals which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed to be non-responsive. Non-responsive submittals will receive no further consideration.

A. CONTENTS OF QUALIFICATION STATEMENT

1. Table of Contents

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

2. Proposal Letter

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

3. Qualifications of the Proposer

Indicate the Proposer's number of years of experience in providing Outdoor Advertising Services. Licenses and any other pertinent information shall be submitted. The minimum qualification requirements for this RFP are described below. Submittals which do not contain such documentation may be deemed non-responsive.

4. Qualifications of the Proposers Supervisory Team

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

5. Previous Similar Services Offered (Services must be relevant):

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

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

(References and contact information provided must not exceed five (5) years from the year 2008 and must be current)

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

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

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

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

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

- A. Completed Response forms, including all required forms included with this RFP. Refer to Checklist(s) for guidance on the information and documentation to be provided with Response.
- B. Copy of Current City / County Occupational License(s), where applicable
- C. Additional forms and Acknowledgments

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

- 6.1 RFP Information Form
- 6.2 Certificate of Authority
- 6.3 Indemnification & Insurance Requirements
- 6.4 Statement of No Bid/No Response
- 6.5 Debarment and Suspension Certificate
- 6.6 Statement of Compliance with Ordinance 10032
- 6.7 Proposer's Qualification Statement
- 6.8 No Conflict of Interest Affidavit
- 6.9 Proof of Proposer's Occupational License
- 6.10 Acknowledgment of receipt of each addendum issued by MPA
- 6.11 Completion of Vendor Application
- 6.12 Complete Proposal, including all required documentation (Licenses, etc.)

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

5.2 Response Format

One (1) loose original, five (5) ; three (3) ring bound binder copies, and one (1) copy on CD-ROM in PDF format of your complete response to this RFP must be delivered to:

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

Responses must be clearly marked on the outside of the package referencing
RFP No: 09-10 MURAL ADVERTISING SERVICES

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

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Responses are to remain valid for at least 180 days. Upon award of a Contract, the contents of the Proposal of the Successful Proposer may be included as part of the Contract, at the MPA's discretion. Proposers must provide a response to each issue. Responses should be prepared in a concise manner with an emphasis on completeness and clarity.

6.0. RFP RESPONSE FORMS

CHECK LIST

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

	<u>Submitted With Proposal</u>
6.1 RFP Information Form This form must be completed, signed, and returned with Proposal.	YES _____
6.2 <i>Certificate of Authority, to be completed, signed and returned with Proposal. Complete applicable form only.</i> 6.2.1. Certificate of Authority (If Corporation) 6.2.2. Certificate of Authority (If Partnership) 6.2.3. Certificate of Authority (If Joint Venture) 6.2.4. Certificate of Authority (If Individual)	YES _____
6.3 Indemnification & Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFP (<i>must be signed</i>)	YES _____
6.4 Statement of No Bid/No Response (<i>if applicable</i>)	YES _____
6.5 Debarment and Suspension Certificate (<i>must be signed</i>)	YES _____
6.6 Statement of Compliance with Ordinance 10032 (<i>must be signed</i>)	YES _____
6.7 Proposer's Qualification Statement (<i>must be signed</i>)	YES _____
6.8 No Conflict of Interest Affidavit	YES _____
6.9 Proof of current Occupational License Provide copy of registration.	YES _____
6.10 Acknowledgment of receipt of each addendum issued by MPA, <i>if applicable</i>	YES _____
6.11 Completion of Online Vendor Application	YES _____
6.12 Complete Proposal <i>with all required documentation</i> See 5.0 of Instructions for Submitting a Response	YES _____

6.1. RFP INFORMATION FORM

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

Firm's Name: _____

Principal Business Address: _____

Telephone: _____ Fax: _____

E-mail address: _____@_____

Name: _____

Title: _____

Authorized Signature: _____

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

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

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

CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)

I HEREBY CERTIFY that a meeting of the Principals of the

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

CERTIFICATE OF AUTHORITY

(IF INDIVIDUAL)

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that as an individual, _____

(Name of Individual)

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

(if applicable)

_____ exist under the laws of the State of Florida.

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

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

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

NOTARY PUBLIC: _____

Commission No.: _____

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

Driver's License # _____

(SEAL)

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

6.3. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

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

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

The Successful Proposer shall furnish to MPA c/o Procurement Department, 190 NE 3rd Street, Miami, Florida 33132, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Insurance Requirements

I. COMMERCIAL GENERAL LIABILITY

- A. Limits of Liability
 - Bodily Injury and Property Combined Single Limit
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$2,000,000
 - Personal and Adv. Injury \$1,000,000
 - Products/Completed Operations \$1,000,000
- B. Endorsements Required
 - Miami Parking Authority and The City of Miami included as Additional Insured
 - Employees included as insured
 - Contractual Liability
 - Independent Contractors Coverage

II. BUSINESS AUTOMOBILE LIABILITY

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

III. WORKER'S COMPENSATION

- Limits of Liability
- Statutory-State of Florida
- Waiver of Subrogation

IV. EMPLOYER'S LIABILITY

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

V. Errors and Emissions

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

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

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

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 MPA and/or the City of Miami's Risk Management Department prior to insurance approval.

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

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

Compliance with the foregoing requirements shall not relieve the Successful Proposer 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 Contract until such time as the new or renewed certificates are received by the MPA in the manner prescribed in the RFP.

- B) The MPA may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

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

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

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

6.4 STATEMENT OF NO BID/NO RESPONSE

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

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

We, the undersigned, have declined to submit a Bid on your Bid No. RFP No: 09-10 Mural Advertising Services for the following reasons:

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

Remarks: _____

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

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____

6.5. DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

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

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

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

(c) Certification:

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

Company name: _____

Signature: _____

Date: _____

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

6.6. STATEMENT OF COMPLIANCE WITH ORDINANCE NO. 10032

Respondent certifies that (s)he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a "First Source Hiring Agreement."

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

Violations of this Ordinance may be considered cause for annulment of a Contract between the Successful Respondent(s) and the MPA.

A. Do you expect to create new positions in your company in the event your company was awarded a Contract by the MPA?

_____ Yes _____ No

B. In the event your answer to Question "A" is yes, how many new positions would you create to perform this work? _____

C. Please list below the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.

POSITION/TITLE	RATE OF PAY		DUTIES	NUMBER OF POSITIONS	EXPECTED LENGTH OR DURATION
	Hourly/Weekly				

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

(Use additional sheets if necessary)

FIRM/RESPONDENT'S NAME: _____

SIGNATURE/TITLE: _____

DATE: _____

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

6.7 PROPOSER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

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

COMPANY NAME: _____

COMPANY OFFICERS:

President _____ Vice President _____

Secretary _____ Treasurer _____

COMPANY OWNERSHIP:

_____ % of ownership

_____ % of ownership

_____ % of ownership

_____ % of ownership

LICENSES:

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

2. Occupational License Classification _____

3. Occupational License Expiration Date: _____

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

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

EXPERIENCE:

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

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

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

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

6.8 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this _____ day of _____, 2009.

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

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

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

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

Name	Street Address	City	State	Zip

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

SIGNATURE

PRINTED NAME

TITLE

Company Name

7.0 RFP TIMETABLE AND EVALUATION/SELECTION PROCESS

RFP Available to Public	December 3,2009
Deadline for Receipt of Questions	December 24,2009 ; 5:00 P.M. EDT
Letter of Intent to Respond	December 30,2009 ; 5:00 P.M. EDT
Proposal Submission Deadline	January 11,2010 ; 2:00 P.M. EDT
Evaluation of Proposals	January – February 2010
Recommendation to the Board of MPA	February 2010

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

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

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

THE PROCEDURE FOR RESPONSE EVALUATION AND SELECTION IS AS FOLLOWS:

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

EVALUATION CRITERIA

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

- a. (25 Points) Ability of Proposer to meet minimum qualifications as stipulated based on a review by the Selection Committee.
- b. (25 Points) Experience and past performance of Proposer.
- c. (40 Points) Cost effectiveness of proposal.
- d. (10 Points) Evidence of Corporate Social Responsibility. Include proof of cancelled checks, letters of recognition of service to the community during the past three (3) years. This may also include proof of contributions of cash, property and/or in-kind services to civic/educational/social organizations, etc.

TOTAL OF 100 POSSIBLE POINTS

7. After considering the recommendation(s) of the Evaluation Committee, the Chief Executive Officer shall recommend to the Board, the response or responses which the Chief Executive Officer deems to be in the best interest of the MPA. The Board shall consider the Chief Executive Officer's and the Evaluation Committees recommendation(s) and, if appropriate and required, approve the Chief Executive Officer's recommendation(s). The Board of Directors may also reject any or all responses.