

DELIVER TO:
 City of Fort Pierce, Purchasing Division
 Room 101
 100 North U.S. #1
 Fort Pierce, FL 34950

MAIL TO:
 City of Fort Pierce Purchasing Division,
 Room 101
 P.O. Box 1480
 Fort Pierce, FL 34954-1480

CITY OF FORT PIERCE



**REQUEST FOR PROPOSALS
 and
 PROPOSER ACKNOWLEDGMENT**

Bid Writer: Gelencia Carter, 772-467- 3102

RFP No: 2023-057

Pre-Proposal Conference Time & Date:
 10:00AM, AUGUST 30, 2023

RFP Title: PARKING MANAGEMENT SERVICES

Pre-Proposal Location:
 City of Fort Pierce, City Hall
 100 North U.S. Highway 1
 2nd Floor Conference Room
 Fort Pierce, FL 34950

RFP Opening Location:
 City of Ft. Pierce Purchasing Division
 Room 101
 100 North U.S. #1, 1st Floor
 Ft. Pierce, Florida 34950

RFP Due Date & Time:
 3:00PM, SEPTEMBER 19, 2023

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.

Proposer Name:

Mailing Address:

I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

X _____
 Authorized Signature (Manual)

City, State, Zip Code:

Typed or Printed Name:

Type of Entity (Select one):
 Corporation _____
 Partnership _____
 Proprietorship _____

Title:

Incorporated in the State of: _____ **Year:** _____

Delivery in _____ **days, ARO**

Phone Number:

Payment Terms: Net 30 Days

Fax Number:

FEIN or SS Number:

E-Mail Address:

Local Business: ___Y ___N **MWBE:** ___Y ___N

Bid Security is attached, when required, in the amount of \$ _____
 F.O.B. DESTINATION

If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer’s name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO THIS INVITATION TO PROPOSER CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it “No Bid,” and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: <https://www.demandstar.com>

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

- a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s)

and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 14. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all

Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing Department. Proposer who obtain Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the “convicted vendor” list for a period of thirty-six (36) months from the date that person or affiliate was placed on the “convicted vendor” list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Concurrent with the execution of an Agreement, Operator shall procure and maintain during the term, and any extensions or renewals thereof, at its own expense, the following minimum policies of insurance, which shall: 1) be issued by insurance companies authorized to do business in the State of Florida, and having a rating from A.M. Best of "A+" or better, unless the City, in writing and in its sole discretion, accepts otherwise; 2) be primary and non-contributory over any other valid and collectable insurance; 3) waive rights of subrogation against the City; and, 4) contain deductibles or self-insured retentions acceptable to the City. Operator will be solely responsible for paying any amount designated as a deductible or self-insured retention.

Insurance shall be provided in the following minimum limits.

- Commercial General Liability:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- Commercial Umbrella Liability:
 - \$5,000,000 aggregate, personal injury/each occurrence
- Workers' Compensation:
 - Maintained at minimum requirement of Florida Law.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Agreement.

All insurance policies provided by the contractor shall be endorsed to provide the CITY with thirty (30) days' prior written notice of cancellation.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce

Attn: Purchasing Division

P.O. Box 1480

Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce and their respective officials, officers and employees

SECTION III

INSTRUCTIONS TO PROPOSERS

1. **INTRODUCTION AND BACKGROUND**

The City of Fort Pierce, located in St. Lucie County, is one of the oldest communities on the east coast of Florida. Incorporated in 1901, the city is home to more than 45,000 residents and encompasses 31 square miles.

The City of Fort Pierce currently manages 2,257 parking spaces consisting of a combination of surface lots (601 spaces), a parking structure (465 spaces), and on-street parking (497 spaces). As the City of Fort Pierce is introducing pay to park to its parking program in the parking lots of their beach and waterfront access locations, it understands the importance to properly manage permits, collect revenues, and maintain revenue control hardware and software to keep the parking program efficient and effective for its residents and visitors.

2. **REQUEST FOR PROPOSAL**

The City of Fort Pierce (“City”) is seeking a service provider of “Parking Management Services” (“Operator”) to provide such services to the City of Fort Pierce Parking Program, located in the City of Fort Pierce, Florida.

The City has prepared this Request for Proposal (“RFP”) and is authorized to distribute, evaluate, award, and negotiate for “Parking Management Services” performed as a management agreement. The objective of this RFP is to solicit responses that will provide the City with information that will allow the City to determine which Operator will provide “Parking Management Services” that best support the goals of the parking program and best address the areas defined within this RFP. The City will enter into a three (3) year agreement with the Operator. The City reserves the right to negotiate with one or several Operators and reserves the right to reject all responses received.

The City will only consider responsive proposals from responsible Operators for this agreement. A responsive proposal is one that complies with all requirements. A responsible operator is a provider that demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the scope of work called for in the proposal and provide a first-class operation. Each responsive proposal from a responsible operator shall be evaluated solely according to the criteria set forth in this RFP, and the content of their proposal.

3. **SCOPE OF SERVICES**

The focus of this RFP is to obtain competitive proposals to manage, administer, and operate the Facilities, pursuant to the work detailed in Section 4.0.

4. **PROPOSAL OPENING**

Proposals are due on or before **3:00PM, Tuesday, September 19, 2023.**

5. SUBMISSION OF PROPOSALS

Proposal response may be submitted in electronic version via email or prior to the proposal due date stated in item numbered four (4)

5.1 OPTIONS FOR ELECTRONIC SUBMISSIONS (PREFERRED SUBMISSION)

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided, see Appendices section of this document.
- By forwarding your response, pdf format purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard- copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (<http://www.cityoffortpierce.com/187/Purchasing>).

Any proposals received after the designated time and date listed above will be returned unopened.

5.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**"

5.3 As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

6. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held, **Wednesday, August 30, 2023, at 10: 00A.M.**, in the 2nd floor Conference Room, City Hall 100 N U.S Hwy 1, Fort Pierce, FL 34950. All interested Proposers are encouraged to attend this meeting.

6.1 The following items pertain to the conference criteria:

1. Qualified Offerors wishing to attend the pre-proposal meeting should

communicate their intentions, via e-mail, by 5:00PM, Monday, August 28, 2023, to purchasing@cityoffortpierce.com . Please provide contact information for those attendees.

2. Attendees may also e-mail advance questions, which may be addressed during the pre- proposal meeting.
3. The purpose of the conference is to discuss RFP requirements as defined herein, also to familiarize each Operator with the parking program.
4. Questions that arise during the conference shall be submitted in writing no later than **5:00PM, Wednesday, September 6, 2023** to: parraiz@cityoffortpierce.com and carbon copy to purchasing@cityoffortpierce.com .
5. Changes to the requirements of the RFP that may result over time, as well as answers to all questions submitted will be made by Addendum.
6. Operators should not rely upon oral declarations made by the City during the conference.

7. PROPOSAL TIMELINE

RFP document issued	August 16, 2023
Pre-Proposal Meeting	August 30, 2023
Last day to ask questions	September 6, 2023
Proposal Due Date	September 19, 2023
Oral Presentation by short-listed firms	November 2023
Operator selection and contract negotiations	November 2023
Approved by City Commission	December 2023
Commencement Date	January 2024

8. PARKING MANAGEMENT AGREEMENT- BASIC TERMS

The terms and conditions of the anticipated Agreement by and between the City and Operator are set forth herein. The following highlights the basic terms of the proposed Agreement:

- a. **Term**: An Agreement for the term of three (3) years. During the initial term, and any term extension, either party shall have the right to terminate the agreement with sixty (60) days written notice to the other party.
- b. **Scope of Work**: Operator will provide all necessary materials, staff, expertise, and services to carry out the required Scope of Services outlined in the RFP.
- c. **Compensation**: As compensation for services rendered, City will pay the Operator a base management fee for the professional parking management services provided to manage, administer, and operate the parking program.

The Operator may also propose a performance-based incentive fee, calculated upon metrics proposed by the Operator, and negotiated and agreed upon with the City. The performance- based incentive fee shall be subject to City approval. Both the base fee and performance- based incentive fee (if allowed) will be detailed in the final negotiated Agreement.

There are no minimum requirements for the base management fee proposed by an Operator. Operator will state the annual dollar amount of the proposed base fee on **Form B** of their RFP submittal.

- d. **Cost of Operations:** The City will reimburse the Operator for only those direct labor costs and expenses proposed on **Form A**. Expenses will be reimbursed to the extent that these same expenses are paid or incurred in the performance of Operator's obligations under the Agreement.
- e. **Capital Improvements:** During the Term, certain capital improvements projects may occur that are originated and financed by the City. The Operator may be required to adjust staffing schedules and/or operating methodologies to accommodate these types of projects from time to time during the Term.
- f. **Governing Law and Dispute Resolution:** The contract shall be governed by the laws of the State of Florida.
- g. **Indemnification:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Fort Pierce. and agents and employees of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

9. **CONTRACT TERMS**

The City intends to execute an Agreement for Parking Management Services with a term of three (3) years.

10. **PERMITS AND LICENSES**

- a. Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project.
- b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Fort Pierce.
- c. All materials and methods of construction related to work performed on this project must comply with all appropriate specifications, code requirements, ordinances and laws of the City of Fort Pierce, the State of Florida, and the Federal Government, and contractor will permit reasonable inspection of all work by authorized inspectors.

11. **CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS**

11.1 **CERTIFICATE OF INSURANCE**

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with Bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

11.2 BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful Proposer in the amount of 100% of the contract amount, **if the contract amount is in excess of \$50,000. Please see Section III Required Limits of Insurance, Performance and Payment Bonds.**

12. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your submittal.

13. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposers will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

14. REFERENCE CHECK FORM

Please provide a detailed list of reference showing your expertise and experience in providing the services requested. A minimum of three (3) references are required for this Bid. Please complete the three Reference Check forms and submit with Bid package. References should include project description, contact names, addresses, phone, and email.

15. PROPOSAL PREPARATION COST

The cost to prepare the proposal in its entirety shall be the full responsibility of the proposer.

16. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

17. INQUIRIES/QUESTIONS

17.1 All inquiries must be in a written format and addressed to City of Fort Pierce Director of Community Response with a copy to the Purchasing Manager:

TO
Peggy Arraiz
Director of Community Response
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
parriaz@cityoffortpierce.com

COPY
Gelencia Carter, MPA
Purchasing Manager
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954
purchasing@cityoffortpierce.com

a. No inquiries will be received no later than **5:00PM, September 6, 2023.**

SECTION IV

INSTRUCTIONS FOR PREPARING PROPOSALS

Responses shall be submitted digitally via .pdf or word document. All submittals will become the property of the City and no materials will be returned. Please limit submittals to the format and forms provided in this RFP, excluding boilerplate material as much as possible.

A complete proposal as specified herein should be submitted in the number of copies stated in Section 3, item numbered five (5). Documents with original signatures should be clearly labeled as such; failure to comply may be cause for rejection of the submission. The City reserves the right to accept or reject any submittal or parts thereof.

1. **PROPOSAL AND QUALIFICATIONS**

The City seeks a qualified firm that has the experience, staff, and financial resources to perform the full range of parking services in a first-class manner described in this RFP. Preference will be given to operators that demonstrate they have experience operating a parking management business, with the size and volume commensurate with the City of Fort Pierce parking program. Operators are required to submit a proposal answering all questions and requests for information included on the **Forms** provided including, but not limited to the following:

1.01.1 COVER LETTER

The cover letter will contain a commitment to provide the services described herein, as well as the name and signature of the Operator's representative authorized to negotiate an Agreement with the City.

1.01.2 TABLE OF EXCEPTIONS

Operator must state whether their proposal does or does not fully comply with the requirements as defined in this solicitation and will provide a detailed list of exceptions to the Scope of Services, sample insurance coverages or other RFP requirements including all exhibits, forms, appendices, and addenda. The exception list will be in table form and identify the page, section number, provision and the specific exception, non-conformance and/or substitute language proposed. Failure to identify specific items of non-compliance will result in the Operator assuming compliance.

1.01.3 FINANCIAL PROPOSAL

Operator will state their proposed operating expense budget for year-one of operation. All forms submitted will designate the Operator by name on each individual form. Proposals submitted to the City will contain one (1) digital copy submitted to purchasing@cityoffortpierce.com, on or before September 19, 2023.

1.01.4 SUBMITTAL REQUIREMENTS

The proposal shall be submitted in a concise, organized format divided by the following eight (8) tabs:

1. Cover Letter signed by Operator with Contact Representative information.
2. Table of Exceptions;
3. Form A – Proposed Operating Budget (Excel file);
4. Form B – Management & Other Fees (Excel file);
5. Form C – Proposed Staffing Schedule (Excel file);
6. Form D – Proposed Start-up Budget (Excel file);
7. Form E – Qualifications
8. Form F – Operations and Maintenance Plans

2. SELECTION CRITERIA

All submittals will be evaluated by the selection committee members using the following criteria:

1. **Proposer Qualifications (15 points):** The Operator is to have been in business at least five (5) years. The Operator needs to provide three (3) business customers as references whose properties are maintained similarly to the qualifications, including size, contained within this RFP. Talent, size, and reliability of staff as well as access to equipment and additional resources will also be considered.
2. **Compliance with Project Scope (25 points):** Comprehensiveness of the proposed services regarding the requirements outlined in the RFP including, but not limited to the proposed operating and maintenance plan, expense budget, and layout of the proposal.
3. **Ability to Expand (15 points):** The Operator needs to demonstrate the ability to expand the program, should the city choose to do so, to include additional surface parking lots, parking garages and on-street parking.
4. **Proposed Cost (25 points):** Proposal with the most cost-effective base management fee structure to provide the parking services outlined in this RFP. Ability to provide future recommendations on continuous cost and process improvements for the City and its clients to increase total value of services rendered.
5. **Customer Service (10 points):** The Operator must provide high levels of quality and customer satisfaction by increasing and improving efficiencies while meeting the City's contracting requirements. The Operator should also be able to demonstrate quality performance and high customer satisfaction service levels for past accounts.
6. **Management Capabilities (10 points):** The Operator will ensure efficient administration of information by providing timely and useful performance and reporting information as well as electronic invoicing as per the City's specific requirements.

The City reserves the right to reject any proposal or parts thereof, as deemed necessary for any reason. The City reserves the right to make an award or choose not to award to an Operator, or award to a sole responsible Operator whose offer best conforms to the requirements of this solicitation and is most advantageous to the City.

Operators in the competitive range and in contention for negotiations or contract award may be required to make an oral presentation. Failure to report for an oral presentation will be cause for dismissal from consideration. After determining Operators within the competitive range, the City may conduct negotiations with those Operators to discuss deficiencies in their proposal, and to ensure the Operator fully understands all requirements and has or can obtain the required equipment, personnel, materials, insurance, and/or services.

The City retains the right to request additional information including revised pricing or a best and final offer from any Operator to determine the veracity of the information in their proposal. Proposals found to be based on inaccurate or misrepresented information will be dismissed from consideration.

3. PROPOSAL CONDITIONS

The City will not be responsible for any costs incurred in the preparation and submittal of proposals. All proposals and materials submitted will become property of the City and will not be returned. The City reserves the right to reject any or all proposal(s) in whole or in part, to negotiate with the Operator(s), and award an Agreement to the Operator whose proposal is most advantageous to City.

Operator understands and agrees with the following: 1) nothing contained in this RFP or in any communication related thereto constitutes a representation or promise by the City to hire or execute an Agreement; and, 2) any potential opportunity concerning the parking services referenced in the RFP will be and is subject to and conditioned upon City's decision, in its sole discretion and without obligation to do so, whether to terminate any existing parking management agreement(s), the actual termination thereof and the full execution of the City's parking services agreement and the City's receipt of Operators requires deliverables thereunder.

All information and materials contained in the RFP, or furnished by or on behalf of the City, are provided without representation or warranty as to the accuracy, completeness or otherwise of such information, and are provided to potential Operators without any recourse whatsoever. Each Operator is responsible for independently verifying information to its own satisfaction.

SECTION V

STATEMENT OF WORK

This section provides a summary of the essential requirements of the RFP that will be further detailed in an Agreement negotiated by and between the City and the Operator. During the hours of operation, Operator will manage and administer a public pay to park operation. Services to be provided in connection therewith will include the following without limitation:

- ❖ Management and operation of the pay to park program, including supervision of the parking and circulation of vehicles within the facilities, administration, and monitoring of all access and revenue control technologies.
- ❖ Collection of and accounting for all cash and other type payments from any source derived for use of the parking facilities, including sums payable with respect to daily, monthly, validated and/or discounted parking fees.
- ❖ Operation of a centralized parking management office and responding to calls from patrons needing assistance. Operator must be comfortable working with and be able to interface with the permit management and access and revenue control solutions (TBD).
- ❖ Operation and routine maintenance of the facilities, and the access and revenue control equipment installed at the facilities.
- ❖ Employment of such parking personnel needed for the effective management and operation of the facilities to accommodate paid public parking, and to include real time facilitation of solutions for customer service issues.
- ❖ Maintenance of accounting records for all income and expenses related to the management and operation of the pay to park program, and
- ❖ Periodic consultation with the City on matters related to the management and operation of the pay to park program.

1. PAY TO PARK PROGRAM

As the City is in the process of procuring revenue control devices and mobile solutions, initial estimates of 15± multi-space parking meters will be deployed.

In addition to the beach and waterfront pay to park program, the City may expand the program to include on-street parking and off-street parking lots and garages in the downtown area. The ability to expand the program must be addressed in any proposal.

2. ADDITIONS AND DELETIONS

The City maintains the right during the Term of the Agreement to modify the facilities on a temporary or permanent basis for any reason including, but not limited to the following:

- a. To repair one or more of the facilities;
- b. To increase the available supply of spaces by redesign, restripe or

- otherwise;
- c. To decrease the available supply of spaces for any purpose; or
- d. To convert all or part of the facilities to another use.

The Operator will accommodate these changes in its operation of the parking program. Operator will also update their general Operations Plan to accommodate any permanent changes. The revised Operations Plan will be subject to City approval.

3. MAINTENANCE REQUIREMENTS

Operator will maintain the facilities in clean and safe condition. Maintenance requirements will include daily policing and cleanup of common public areas, garbage and trash removal, periodic maintenance of pay to park equipment and signage. Maintenance services will be subject to City review, inspection, and verification of all activities and reporting requirements at any time without notice.

4. USE OF PARKING FACILITIES

Operator will manage, maintain, and administer the public parking facilities as pay to park parking in accordance with the guidelines set forth by the City. Operator will not use the facilities for purposes other than those required under the Agreement. The City reserves the right to itself and others for supplementary and complimentary uses, including other revenue generating activities, at its sole discretion, except as otherwise stated in the Agreement.

5. HOURS OF OPERATION

Operator will be responsible for the facilities during the hours of operation. All facilities shall operate seven (7) days per week with the hours of operations ranging from sunrise to sunset to 24-hours based upon location type and service; and will be subject to change at the City's discretion and final approval. Operator is responsible for meeting the requested on-site staffing levels included in *Section 7*.

6. PARKING RATES

The fees charged for parking will be determined and regulated solely by the City, with recommendations from the Operator. Operator will provide a market survey of public parking rates bi-annually to the City for review throughout the Term of the Agreement. The market rate survey will include any recommended rate changes prescribed by the Operator, which shall be subject to City approval prior to implementation.

Operator will collect parking fees in accordance with the approved fee structure and will install signage and provide notice to customers of fees and any changes that may occur to the fee structure from time to time. The collection of fees not in conformance with the approved fee structure will constitute a breach of contract that may result in termination of the Agreement.

7. STAFFING

Operator will propose a Staffing Plan to provide for first-class operations and an exceptional customer experience. Staffing Plan shall include recommendations for manager, assistant manager, maintenance personnel, accounting hours, and special event staffing as applicable.

Operator will provide a company organizational chart and resume for the Manager proposed to handle the day-to-day operation of the pay to park program. The Manager will maintain the responsibility for oversight of the pay to park program and will act as the single point of contact between the City, its representative, and the Operator. Operator will provide the City with contact information for a minimum of one other local contact that will be available for emergency and operational needs.

All employees will be trained in parking operations as well as in customer service. Uniforms including both warm and cold weather apparel will be provided for all employees with name badges clearly stating the company name and the staff person's name. No non-uniform apparel shall appear outside of the employee's uniform including ball caps, wool caps, or hoodies. Operator and its staff will conduct themselves in a helpful courteous manner toward the City, its agent, and its customers.

The City reserves the right to require the Operator to remove any personnel, which in the City's opinion, does not provide a level of service consistent with the quality of service anticipated by the City. The City reserves the right to require the Operator to provide additional personnel or to modify its operating procedures if, in the sole discretion of the City, the Operator's management of the pay to park program creates congestion, interferes with traffic circulation, or causes material inconvenience for daily and/or monthly customers of the parking program.

Operator and its sub-contractors will comply with all the City's security standards and requirements for employees including the completion of pre-employment and periodic standard background checks and drug screenings on each employee of the pay to park program.

Operator's obligations will not include the rendition of service, supervision, or furnishing of personnel regarding the personal safety or security of any person(s) within or about the pay to park program. The City acknowledges that the Operator has no knowledge or expertise as a guard or security service, employs no personnel for that purpose and Operator's employees do not guard or protect customers against the intentional acts of third parties. The City shall determine, in its sole discretion, the extent to which precautionary warnings and security devices or services may be required to protect persons in and/or about the pay to park program.

8. REPORTING

Operator will provide for accounting purposes within ten (10) days after the end of each accounting month, a detailed written statement of the total revenue collected, management fee earned, and operating expenses incurred during the preceding month.

Operator will also provide daily and monthly reports including maintenance, customer service, incident, accident, occupancy, and other types of reports that may be required by

the City. Operator will submit a detailed list of monthly accounts receivable, along with any other management reports reasonably deemed necessary by the City in accordance with the Agreement.

9. CUSTOMER COMPLAINTS

Operator will implement a method for handling customer complaints and reporting the nature and reasonable disposition to the City. Contact information regarding the Operator and directions for handling customer complaints and questions will be posted in clear view within the parking program offices.

10. COST OF OPERATIONS

The City will reimburse Operator for only direct labor costs and expenses to the extent that such expenses are paid or incurred by Operator in the performance of its services provided for the parking program, as proposed on **Form A**, which shall be included as an exhibit in the final negotiated Agreement.

Such operating expenses will include without limitation, the aggregate of salaries and wages, payroll taxes, workers' compensation insurance, health, welfare and pension, retirement benefits and other funds that Operator is required to pay in accordance with governmental regulations, or Operator's employee benefits program, for the personnel exclusively engaged in the direct management and operation of the pay to park program, insurances, supplies, signs, general maintenance, business license and related fees and all other necessary and reasonable direct costs related to the services provided.

Notwithstanding the above, Operator will invoice the City for salaries at the overtime premium rate only when the City has specifically authorized overtime premium services. If an open position is temporarily filled by the Operator with a fully trained employee not regularly assigned to the pay to park program and the employee's prior work schedule requires payment at an overtime premium rate, Operator will compensate the employee at the appropriate rate of pay but invoice the City at the employee's regular straight-time rate of pay.

Operating expenses will not include payments to affiliates of the Operator exceeding an amount that would have been paid to a third-party for similar services, nor will operating expenses include Operator's general overhead expense or any of the following:

- a. Administrative related costs and/or expenses incurred in the operation of the pay to park program or other outside operations, as they are incurred in the general management of the affairs of the pay to park program or Operator's other operations, including the monitoring of the operation and management of the pay to park program;
- b. The costs of any office used by Operator, including any rental payments, office equipment, supplies, telephone service, or home office;
- c. Maintenance of the general books and records of the Operator;
- d. Office supplies and equipment that are not used exclusively for the pay to park

- program.
- e. Telephone, computer, data processing fees (excluding payroll processing fees), administrative mark-ups to payroll tax or other line-item budget categories and/or travel expenses related to the management of the pay to park program (except the direct cost of telephone service for the pay to park program); and
 - f. The cost of compensation for any personnel above the level of the Manager working at the pay to park program in any capacity, other than as a full or part-time employee with direct responsibility for the pay to park program;
 - g. The cost or expense of legal representation;
 - h. The cost of any penalties and fines paid by or on behalf of the Operator or its employees; and
 - i. Any costs more than commercially reasonable or customary amounts.

Operator must complete and include all Forms included in the enclosed Excel File, in the format provided, with their submittal.

11. MARKETING

Operator will be responsible for maintaining and providing all marketing material used to market the services and/or amenities provided by the pay to park program. Marketing materials will include but will not be limited to information provided by Operator for use on the City's, or Operator's website, information disseminated regarding parking fees or fee increases made during the term of the Agreement, parking rules and regulations developed and/or amenities offered by the Operator. All marketing material, policies and procedures shall be subject to prior approval by the City.

12. FORMS

- Form A – Proposed Operating Budget (Excel file)
- Form B – Management & Other Fees (Excel file)
- Form C – Proposed Staffing Schedule (Excel file)
- Form D – Proposed Start-Up Budget (Excel file)
- Form E – Qualifications
- Form F – Operations and Maintenance Plans

FORM A – PROPOSED OPERATING BUDGET

Form A – must be submitted using the Excel format provided with the RFP

FORM B – MANAGEMENT & OTHER FEES

Form B – must be submitted using the Excel format provided with the RFP

In submitting an offer of proposed compensation for the right to operate the pay to park program as defined in the RFP, Operator acknowledges they have received and read the RFP and all addenda hereto and is acquainted with all matters therein referred to and agrees to all terms and conditions thereof.

FORM C – PROPOSED STAFFING SCHEDULE

Form C – must be submitted using the Excel format provided with the RFP

FORM D – PROPOSED START UP BUDGET

Form D - must be submitted using the Excel format provided with the RFP

FORM E – QUALIFICATIONS

BACKGROUND, REFERENCE, FINANCIAL AND EXPERIENCE INFORMATION

1. Operator: Name, address, phone number, fax number, website address.
2. Contact Representative: Name, title, address, phone, fax, e-mail address.
3. Form of Business: (e.g., corporation, partnership, sole proprietor, etc.) and Federal Tax ID #.
4. Provide an overview of your firm including brief company history, length of time in business, size, and organizational structure.
5. Has the firm or any of the firms' principals ever filed for bankruptcy?
6. Provide name, address, and contact person and phone number of one reference from your firms' primary banking institution. Include copies of financial statements for the past two (2) fiscal years marked as "Confidential".
7. List other services the firm can provide, including any industry certifications, awards, and association memberships.
8. List all legal actions over the past three-years in which your firm has been: 1) a debtor in bankruptcy; 2) a defendant in a lawsuit for deficient performance; 3) a defendant in a criminal action; 4) a respondent in an administrative action for deficient performance.
9. Provide the name, address, and contact person and phone number for three (3) references for suppliers, business associates with knowledge of the Operators work within the last five years. By providing this information Operator agrees the references listed can be contacted for reference by the City.
10. Demonstrate that the firm has at least five (5) years' experience providing the services required in the RFP (e.g., providing parking management services for a parking program of commensurate size, volume, and complexity).
11. Provide name and resume for the Manager who will oversee the operation of the pay to park program and be the single point of contact with the City's representative. Provide a brief description of the manager's current responsibilities.
12. Provide the name, address, contact person, phone number and e-mail addresses of three (3) clients for which your firm is currently providing similar type services. By providing this information Operator agrees the references listed can be contacted for reference by the City.

A copy of Form E must be included in your submittal document.

FORM F – OPERATIONS AND MAINTENANCE PLANS

Instructions: This form contains information on the proposed overview and general Operations and Maintenance plans that will be implemented if awarded an Agreement to manage the pay to park

program. Responses should generally conform to this format. Answer each question in your submittal in the order presented on this form, a copy of which should be submitted with your proposal.

OPERATIONS & MAINTENANCE PLANS

1. Describe the standards for hiring employees and discuss personnel employment requirements including background checks, proof of citizenship, drug testing policies, and performance standards. Policies will include standards for employee courtesy, appearance, identification and providing information to customers.
2. Describe your training process(s) for both new and existing employees including your firm's approach to resolving unanticipated or unique problems that may be encountered by staff and the training they receive to handle issues as they occur.
3. Summarize the benefits package offered to employees including paid holidays and vacation.
4. Describe the duties of each employee category proposed for the pay to park program, including the duties and functions of the Manager proposed to oversee the operation of the pay to park program.
5. Discuss the daily staffing levels needed to implement the proposed operating methodology including special event requirements.
6. Describe the proposed maintenance plan for the pay to park program.
7. Describe the proposed start-up plan for assuming control of the pay to park program in the initial 30- days following a contract award. Plan should demonstrate minimal obstacles for efficient transition.
8. Describe any proposed equipment required at start-up to ensure the implementation of a successful parking operation. Include a probable cost estimate to procure said start-up equipment. The actual cost of all approved start-up equipment will be fully reimbursed under the Agreement.
9. Describe your firm's approach to quality assurance or include a copy of the firm's quality assurance/control plan. Provide a sample list of performance and customer satisfaction measures and the last three months of performance results.
10. Provide examples demonstrating how your firm has tracked customer satisfaction for other customer(s) and takes appropriate action based on results. Include copies of proposed customer satisfaction survey(s). Include your firm's approach to problem solving and issue resolution.

A copy of Form F must be included in your submittal document.

13. OTHER TERMS

13.01 MANAGEMENT AGREEMENT – FEE STRUCTURE

Under the Agreement, the City will pay to the Operator compensation based upon the base management fee and incentive fee structure proposed for the pay to park program and included on **Form B** submitted with the Operator's proposal.

13.02 DESIGNATED REPRESENTATIVE

The designated representative listed below will manage the Agreement on behalf of the City and act as the primary point of contact with the Operator's designated project representative:

Peggy Arraiz
Director of Community Response
City of Fort Pierce
100 North U.S. 1, Fort Pierce, FL 34950

SECTION VI

FORMS



**NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER**

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Firm Name)

By: _____

Title: _____

Subscribed and sworn to before me this _____

day of , _____ 2023.

Notary Public

My Commission expires: (Seal)



DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date



THE SUNRISE CITY

FORT PIERCE

PURCHASING
DEPARTMENT

Florida

REFERENCES

RFP NO. 2023-057 PARKING MANAGEMENT SERVICES

Proposers shall submit as a part of the bid package, three (3) Customer references with name of the customer, address, contact person, and telephone number.

Name	Name
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Name	
Contact:	
Address:	
Telephone:	
Email:	

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline ~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:

YES

NO

Is Request for Proposal cover page (page 1) completed, signed and attached? _____

Include proof of proper licensing as stated in proposal documents. _____

Did you in proof of insurance as required in Section II, see page 9? _____

Include proof of proper insurance as stated in proposal documents. _____

Is Drug-Free Workplace form signed and enclosed? _____

Is the IRS Form W-9 completed, signed and attached? _____

Is the Non-Collusion Affidavit signed, notarized and attached? _____

Is Drug-Free Workplace form signed and enclosed? _____

Is each Addendum (when issued) signed and included? _____

PLEASE SIGN AND RETURN WITH PROPOSAL _____