

**Condensed Title:**

Request For Approval To Issue A Request For Proposals (RFP) For Providing Parking Meter Collection Services For The City's Parking System.

**Key Intended Outcome Supported:**

Maintain or improve traffic flow and improve parking availability.

**Supporting Data (Surveys, Environmental Scan, etc.):**

There had been an overall increase of 9.57% in total vehicle entries in City facilities between 2004 and 2007, thus maintaining the need for services such as the collection of parking meters.

**Issue:**

Should the City Commission approve the issuance of a RFP for Parking meter Collection Services?

**Item Summary/Recommendation:**

On July 12, 2006, via Resolution No. 2006-26256, the Mayor and City Commission awarded Request for Proposal No. 17-05/06, to provide the City's parking System with meter collection services, to Standard Parking (Standard) as the successful proposer, for an initial term of three (3) years, with two (2) one year renewal options, at the City's discretion.

On June 3, 2009, the City Commission adopted Resolution No. 2009-27101, which authorized the issuance of a new RFP for the aforesated services, and also approved a month to month extension of the existing agreement with Standard, up to January 12, 2010.

RFP No. 56-08/09 was issued on August 7, 2009. The Committee convened on December 16, 2009 and unanimously ranked Standard (the existing vendor) as the top-ranked firm. Following review of the Committee's recommendation, the City Manager exercised his own independent due diligence, and recommended that the Mayor and City Commission reject all proposals since the City would realize a minimum annual savings of \$34,200 by continuing under the existing agreement with Standard. On January 13, 2010 the City Commission rejected all proposals received pursuant to RFP No. 56-08/09, and authorized the Administration to formally exercise the first renewal option under the existing vendor, Standard Parking Corporation's, current agreement, which option would commence on January 13, 2010 and end on January 12, 2011. The second renewal option was also exercised therefore the current contract with Standard expires on January 12, 2012.

The City's Parking System continues to have a need for meter collections services for single space meters and multi-space pay stations; therefore, the Administration is recommending the issuance of a Request for Proposals for Parking Meter Collection Services in accordance with minimum requirements; qualifications; scope of services; and specifications.

**Advisory Board Recommendation:**

N/A

**Financial Information:**


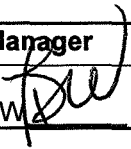
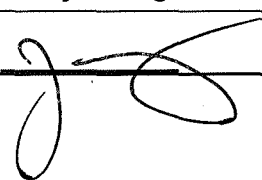
Source of Funds:	Amount	Account	Approved
OBPI	1		
<b>Total</b>			

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Gus Lopez, ext 6641

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
SF 	JGG  PDW	JMG 

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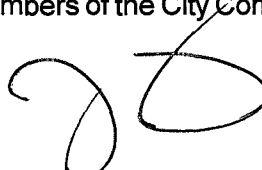


# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: July 13, 2011

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR PROVIDING PARKING METER COLLECTION SERVICES FOR THE CITY'S PARKING SYSTEM.**

### ADMINISTRATION RECOMMENDATION

Approve the Issuance of an RFP.

### ANALYSIS

On July 12, 2006, via Resolution No. 2006-26256, the Mayor and City Commission awarded Request for Proposal No. 17-05/06, to provide the City's parking System with meter collection services, to Standard Parking (Standard) as the successful proposer, for an initial term of three (3) years, with two (2) one year renewal options, at the City's discretion.

On June 3, 2009, the City Commission adopted Resolution No. 2009-27101, which authorized the issuance of a new RFP for the aforesated services, and also approved a month to month extension of the existing agreement with Standard, up to January 12, 2010.

RFP No. 56-08/09 was issued on August 7, 2009. The Committee convened on December 16, 2009 and unanimously ranked Standard (the existing vendor) as the top-ranked firm, and Lanier Parking Solutions, as the second-ranked firm. Following review of the Committee's recommendation, the City Manager exercised his own independent due diligence, and recommended that the Mayor and City Commission reject all proposals since the City would realize a minimum annual savings of \$34,200 by continuing under the existing agreement with Standard. On January 13, 2010 the City Commission rejected all proposals received pursuant to RFP No. 56-08/09, and authorized the Administration to formally exercise the first renewal option under the existing vendor, Standard Parking Corporation's, current agreement, which option would commence on January 13, 2010 and end on January 12, 2011. The second renewal option was also exercised therefore the current contract with Standard expires on January 12, 2012.

The City's Parking System continues to have a need for meter collections services for single space meters and multi-space pay stations and all renewable options have been exhausted; therefore, the Administration is recommending the issuance of a Request for Proposals for Parking Meter Collection Services in accordance with minimum requirements; qualifications; scope of services; and specifications.

The existing service provider, Standard Parking, Inc., may elect to participate in the competitive bidding process. Upon the advertisement of the RFP, the Cone of Silence is in effect. The Parking Department's Administration is limited by the Cone of Silence to only discuss issues pertaining to the existing contract with the existing service provider, and not the particulars of the RFP.

**MINIMUM REQUIREMENTS / QUALIFICATIONS**

1. The Proposer must have a verifiable proven record of providing parking meter collection services and must have not fewer than three (3) years of experience, providing successful parking meter collection services for municipal parking departments, parking authorities, and/or parking systems, including colleges/universities; and/or hospitals with the following minimum characteristics:
  - a. Municipal parking departments, parking authorities, and/or parking systems, including hospitals, and/or colleges/universities with daily parking meter collection frequencies.
  - b. Municipal parking departments, parking authorities, and/or parking systems, including hospitals, and/or colleges/universities with single space electronic parking meter mechanisms and multi-space pay stations, including experience with uploading/downloading data for auditing functions, and experience with electronic parking meter vault door locking systems.
2. The Proposer must have the ability to provide parking meter collection services as outlined herein throughout the term of the Agreement and to provide a consistent level of service with collection frequency that may vary up to 25%, in meter collection frequency for single space or multi-space pay stations, and/or a combination thereof. A \$500,000 performance bond will be required of the Successful Proposer to evidence financial stability.
3. The Proposer must demonstrate a level of expertise, technical knowledge, and innovation to provide parking meter collection services, including providing services through inclement weather, and any unforeseeable circumstances.

**SPECIFICATIONS**

**MINIMUM REQUIREMENTS/QUALIFICATIONS**

1. The Proposer must have a verifiable proven record of providing parking meter collection services and must have not fewer than three (3) years of experience, providing successful parking meter collection services for municipal parking departments, parking authorities, and/or parking systems, including colleges/universities; and/or hospitals with the following minimum characteristics:
  - a. Municipal parking departments, parking authorities, and/or parking systems, including hospitals, and/or colleges/universities with daily parking meter collection frequencies.
  - b. Municipal parking departments, parking authorities, and/or parking systems, including hospitals, and/or colleges/universities with single space electronic parking meter mechanisms and multi-space pay stations, including experience with uploading/downloading data for auditing functions, and experience with electronic parking meter vault door locking systems.
2. The Proposer must have the ability to provide parking meter collection services as outlined herein throughout the term of the Agreement and to provide a consistent level of service with collection frequency that may vary for single space or multi-

space pay stations, and/or a combination thereof. A \$500,000 performance bond will be required of the Successful Proposer to evidence financial stability.

3. The Proposer must demonstrate a level of expertise, technical knowledge, and innovation to provide parking meter collection services, including providing services through inclement weather, and any unforeseeable circumstances.

### **SCOPE OF SERVICES**

The City of Miami Beach intends to receive proposals for Parking Meter Collection Services for a three (3) year period, with one, two (2) year options to renew, at the sole discretion of the City.

Successful Proposer shall provide Collection Service for single space parking meters and/or multi-space pay stations owned by the City of Miami Beach, located at sites designated herein within the City of Miami Beach. Collection Service shall transport all coins, bills, and/or data collected from single space parking meters and/or multi-spaces pay stations to any place within the City of Miami Beach deemed acceptable to the Parking Director, for the purpose of counting, storing, depositing, or any combination thereof.

### **SPECIFICATIONS**

1. Number of Parking Meters:

Collection services will be required for a system containing approximately 8,500 parking spaces.

2. Parking Meter Collection Procedures and Requirements:

The City of Miami Beach presently has a sealed parking meter collection system. The general SOP (standard operating procedure) for single space meter and multi-space pay station collection is described below: The Successful Proposer is required to adhere to the following SOP:

#### Single Space Meter:

Unlock the parking meter vault door by utilizing a Medeco key for the electronic locking system. The sealed (locked) coin can is removed from the meter vault area and inserted into a sealed cylindrical collection device that engages (unlocks) the coin can from the meter. The coin can's contents are deposited into the collection device. Once the contents of the coin can have been deposited, it is returned to the corresponding parking meter and the meter vault door is locked. Once the meter is collected, retrieve parking meter revenue data via use of a hand held device.

This process is repeated at all parking meters scheduled for collection. All cylindrical collection devices are returned to the Parking Department for the sorting, counting, bagging, and deposit of parking meter revenue. If any problem is encountered during the collection process, a meter technician must be notified immediately. Additionally, any issues encountered should be clearly noted in the daily collection reports. Meters that have been bagged thru the City's meter rental program must be opened and collected if the area is on the collection scheduled for the day.

**Multi-Space Pay Stations:**

The City of Miami Beach Parking Department currently operates two models of pay stations; the Strada and the DG; however, the City reserves the right to retain or replace any and all single space and/or multi-space pay stations, in its sole and absolute discretion. The successful proposer shall be required to make reasonable adjustments in order to perform the collection duties described herein as a result of any new and/or replacement single space meters and/or multi-space pay stations.

**Strada Pay Station:** Unlock the collection door by inserting the electronic key into the appropriate area. This will unlock the collection door where both coin and bill canisters are accessed for replacement. Swap out used bill and coin canisters for a new (empty) canister.

**D.G.'s Pay Stations:** Unlock bill canister door and swap out the used bill canister for a new (empty) bill canister; engage empty sealed coin collection bucket onto pay station and release all coins into the sealed empty coin collection bucket.

Retrieve printed tape from each and every pay station where collections have been performed, if applicable.

**3. Number of Collections:**

It is estimated that there will be approximately 200,000 single space meter collections per year and up to 20,000 multi-space pay station collections per year. Collections are based on single space meter and/or multi-space pay station utilization; therefore, fluctuations in collection frequencies may be expected. Collections are made as per a weekly schedule provided by the City of Miami Beach Parking Department. The City's Parking Department reserves the right to adjust its inventory of single space meters and multi-space pay stations; including their collection frequency; type of collection (single space or multi-space); and ratio between the two types of systems (single space and multi-space pay stations). The Successful Proposer shall invoice and the City shall only pay for successful collections. Successful collections are defined as collections that have satisfied all requirements contained herein. Unsuccessful or partial completion of a collection or an attempt to collect shall neither be billable by the Collection Service Provider nor paid by the City.

**4. Equipment:**

The Successful Proposer shall be responsible for the coded collection keys, sealed coin collection buckets, bill canisters, and data retrieval hand held devices and/or cards, and/or any other equipment issued by the City. Successful Proposer shall be financially responsible for repair or replacement, including parts and labor, of any equipment required due to being damaged, lost, or stolen while in his/her care, custody, and/or control. This includes both electronic and manual keys, hand held computers, sealed coin collection buckets, bill canisters, and any other cost associated with securing all parking equipment affected by the breach. Any of the aforementioned property, including but not limited to, locks, hand held computer devices, sealed coin collection buckets, bill canisters, and data retrieval cards/devices, must be replaced within seven calendar days of invoice or notice. Failure to meet the time criteria of this provision shall result in a penalty of \$250.00

per day or ten percent (10%) per day of the total value due to the City from Successful Proposers due to the loss of City Property, or whichever is greater. The greater of these two penalties will be assessed against the Successful Proposer for every calendar day past the seventh (7th) day; such penalty is to be deducted from any future or current remittances due to the Successful Proposer.

The City of Miami Beach Parking Department will furnish meter coin vault keys, hand held computer, sealed coin collection buckets, bill hoppers, and/or data retrieval cards to the Collection Service personnel at the start of each collection day at the time specified by the Parking Director. This equipment will be issued at the Administration Offices of the City of Miami Beach Parking Department, located at 1755 Meridian Avenue, Suite 100. All equipment will be signed for by the Service Provider's Collection Service Personnel receiving the equipment. The equipment will be returned when the Collection Service has completed its duties at the end of that day. All Collection Service Personnel shall be available for a minimum of eight (8) hours per day, Monday through Friday; however, at the request of the City, Collection Service Personnel shall remain available to the City until released by the Parking Director or designee. The City in its sole and absolute discretion reserves the right to schedule collections on Saturdays, Sundays, and holidays. **The Successful Proposer shall be solely responsible for any overtime incurred by its employees.** Daily schedules shall be assigned by the City and collection services shall typically take place during an eight (8) hour shift between the hours of 6:00 AM and 6:00 PM. Collection personnel shall be available daily to the City until released by the Parking Director or his/her designee. All keys and equipment are to be fastened to the Collector's person by suitable fashion and such fastening shall be subject to the approval of the Parking Director or designee.

5. Damages:

All equipment supplied by the City to the Collection Service for the purpose of this contract will be replaced at the Collection Service's expense in the event of damage caused while in the Collection Service's care, custody, and control.

6. General Provisions:

- A. Collection Service Personnel shall be **unarmed** at all times while engaged in the collection of and transportation of parking meter revenue.
- B. Collection Service shall collect coins, bills, and data from parking meters on routes and schedules provided by the Parking Director of the City of Miami Beach, or designee.
- C. Route schedules and collection frequencies may change periodically, as required by fluctuations in utilization; meter installations/removals and/or rate changes, or when the Parking Director and/or its designee requests a segregated revenue rate test or special collection. Collection frequency is determined in the sole and absolute discretion of the Parking Director or designee.
- D. Collection Service shall provide secure and safeguarded vehicles. A minimum of three (3) late model (2011 or newer) collection vehicles. These vehicles must be supplied daily and additional vehicles should be provided

as needed to perform collection and supervision services. All vehicles shall contain the required equipment and safeguards as outlined herein.

- E. Each Collection Service vehicle shall have a minimum of two (2) collection service personnel, in uniform with photograph identification issued by the City. The Collection Service personnel will wear identification tags, provided by the City of Miami Beach, at all times while collecting coins and delivering the collected or counted coins. The Successful Proposer shall provide Supervisor(s) who must remain in two-way communications with the City's designee as well as the collection service personnel.
- F. Each vehicle is to be equipped in accordance with the following specifications and with maximum security systems; "maximum security systems" includes, but is not limited to:
- (1) A web-based electronic vehicle tracking system, such as a GPS (Global Positioning System). The City shall access to the web-based system at all times.
  - (2) Alarm system with sirens covering all entry points.
  - (3) Interior iron/steel caged compartments to enclose, keep upright, and distinguish all full and empty coin canisters/sealed coin collection buckets/bill hoppers, including an individual slot for each in order to lock in an iron/steel compartment independently of each of the other collection devices. Additionally, the vans must be equipped with compartments or containers that would secure the handheld equipment and prevent it from getting damaged or lost in the van.
  - (4) Enclosed vehicles to keep contents from public view.
  - (5) The solid bulkhead separating the driver from the back compartment of the vehicle must have an opening that would permit the driver to have a clear view of the back compartment.
  - (6) Each vehicle passengers must adhere to all safety requirements, including the use of seat belts at all times for the safety of all collection personnel.
  - (7) All vehicles must be unmarked.
  - (8) All vehicles' cargo doors shall be equipped with Hidden Shackle High security locks.
  - (9) All vehicles shall be equipped with vertex mirrors installed at the rear of each vehicle to address blind spots.
  - (10) All doors are to lock remotely when closed and be equipped with an alarm system as specified above.
  - (11) Collection Service shall employ all of the personnel safety procedures and/or devices necessary to transport monies, data, and equipment safely from parking meters and multi-space pay stations to any place designated by the City of Miami Beach for the purpose of counting, storing, depositing, or any combination thereof.
  - (12) Each and every collector must be equipped with a two-way communication device compatible with the City's provider for communication purposes from one collector to another collector and to designated City of Miami Beach personnel.
  - (13) Each vehicle shall be properly maintained and in good working order and their interior and exterior shall be aesthetically maintained throughout the term of the Agreement, including all optional terms.

7. Zones:

Collection requirements are itemized by zones (or routes) and/or individual meter number.

8. Zone Assignments:

Zone assignments shall be issued daily at the Parking Department at the time the collection equipment is issued. Wheeled carts for collection are to be provided by the City of Miami Beach Parking Department and are to be returned at the close of each day's regular collection. The City in its sole and absolute discretion may assign specific zones/routes to specific collection service personnel.

9. Transporting of Funds:

All funds collected will be transported to the revenue processing facility for consolidation. Revenues to be consolidated shall be counted by City personnel and then, at the option of the City, delivered by the Collection Service to a designated Miami Beach depository no later than the first business day following the collection by the Collection Service.

10. Reports:

Collection Service will be required to complete and submit to the City on a daily basis, copies of the report forms, including Key Report Form; Daily Parking Meter Non-Collection Report; and Collection Sheets. Collection Service shall complete appropriate forms, as provided by the City, for coins found out of canisters. The City reserves the right to add/amend forms, as required.

11. Revenue Responsibilities:

Collection Service shall be completely and totally responsible for the security of all collected revenues (coin, bills, and/or data) while in their care, custody, or control. The Collection Service shall be required to reimburse the City for any and all property, funds, and/or valuables damaged, lost, or stolen while under their care, custody, and control of the Collection Service, upon notification to the Collection Service.

12. Termination:

The City may, at its sole discretion, and without cause, terminate this Agreement at any time during the term herein by giving thirty (30) days written notice to the Operator of such termination, which shall become effective as of the date so specified in said written termination.

13. City of Miami Beach Employees:

The Successful Proposer agrees not to hire any City employee as a part-time or full-time employee that would participate and/or be associated with the services outlined herein in providing parking meter collection services to the City of Miami Beach.

14. Supervision:

The City of Miami Beach Parking Department shall have the right to have its



personnel, as deemed appropriate, at the sole discretion of the Parking Director or designee, to closely monitor the collection service for any and all security reasons.

The Successful Proposer shall designate an on-site supervisor for each collection team (vehicle), at all times, when collection services are being provided. The on-site supervisor shall coordinate all duties, functions, and respond to all inquiries, as required, with the City of Miami Beach Parking Director, or designee.

15. Firm Price Application:

The prices quoted will remain in effect for a thirty-six (36) month period, at which time they may be reconsidered for adjustment prior to renewal, if the City, at its sole discretion, wishes to exercise the two (2) year renewal option, as follows: Change shall not be more than the percentage decrease or increase in the Consumer Price Index (overall) computed on the anniversary date of the contract. The index report for the month October of the applicable year prior to the anniversary date of the contract shall be the basis from which any computation shall be made.

16. Loan Equipment:

The Collection Service shall be responsible for returning any loaned equipment to the City. Any equipment damaged while in the custody of the Collection Service will be repaired or replaced at the Collection Service's expense.

17. Proposer's Qualification Form:

The Proposer's Qualification Form, which is part of the proposal, is to be completed and returned with the proposal.

18. Insurance:

Certificates of Insurance, in accordance with the attached specifications, will be required of the Successful Proposer.

19. Performance Bond:

A Performance Bond in the amount of \$500,000.00 will be required of the Successful Proposer, to give the City surety of the Successful Proposer's financial stability. The Performance Bond shall be renewable annually and on the options. The form of the bond shall be approved by the City Attorney and shall be a corporate surety bond company licensed to do business in the State of Florida.

20. Collection Service Personnel

All collection service personnel must:

- A. Maintain a neat, well-groomed appearance at all times.
- B. Collect all assigned single space parking meters and multi-space pay stations, and perform related duties.
- C. Be bonded and insured.
- D. Be in uniform consisting of the following: Sport/polo shirt or collared shirt (no t-shirts), dark pants, shorts or skirt, and including but not limited to jacket/cold

weather gear and rain gear. The Successful Proposer's employees will be issued official City of Miami Beach photo identifications and shall be required to be worn prominently on a daily basis as part of the employee's official uniform. The Successful Proposer must include its name on the badge or uniform. The City reserves the right for final approval of the uniform selected by the Firm.

- E. Not smoke and/or eat on the job and/or in the Collection Vehicle.
- F. Collect/transfer data as part of the collection process, as may be required.
- G. Provide directions and general information to the public.
- H. Maintain a friendly, courteous and service-oriented attitude at all times.
- I. Demonstrate the ability to communicate effectively in the English language with the general public, supervisors, and City management.
- J. Be qualified to complete all required forms and reports.
- K. The Successful Proposer must perform a background check, random yearly drug tests, and Driver License checks every six months, firm/type of background check to be approved by the City, on all of its employees, including psychological and/or aptitude examinations as part of their employment process. The successful Proposer may also be required to conduct other screening and/or investigative measures, at the request of the City.
- L. Perform all other related duties as assigned by the City.
- M. Collection Staff must be fully trained before performing their duties. It will be the responsibility of the assigned collection service supervisor to train any new employee as needed.
- N. Perform all other related duties as assigned by the City.

21. Performance Standards

- A. **Uniforms/Name-tags:**  
All employees must be in full uniform with their respective name-tag at the start and throughout the balance of their shift. Failure to do so may result in the City's request to replace said employee with one in full uniform/name-tag. The Firm's failure to comply may trigger a penalty of \$50.00 per employee, per day.
- B. **Customer Service/Conduct:**  
All employees must comport themselves in a respectful and courteous manner when addressing the public/customers. Conduct unbecoming shall include: rudeness, belligerence, hostility, quarrelsome, antagonistic, aggression, sarcasm, contempt, and mocking. All employees shall further refrain from smoking, eating, and/or drinking while on-duty. Complaints pertaining to customer service, including but not limited to the behavior outlined above shall be immediately addressed by the Successful Proposer. The City reserves the right at its sole discretion to determine if the employee is unfit or incompetent to perform the duties and may require the immediate removal of the employee and replacement with another within one (1) hour of said request. Failure of the Successful Proposer to do so may trigger a penalty of \$100.00 per day until the employee is removed, as an assessment of liquidated damages.
- C. **Most Favored Customer:**  
The Successful Proposer warrants and represents that the prices,

warranties, benefits and terms set forth in this Agreement are at least equal to or more favorable to the City than the prices, warranties, benefits and terms now charged or offered by the Firm, or that may be charged or offered during the term of this Agreement for the same or substantially similar services as defined in this Agreement. If at a time during the term of this Agreement, the successful Proposer enters into an agreement on a basis that provides prices, warranties, benefits and terms more favorable than those provided the City hereunder, then the successful Proposer shall within thirty (30) calendar days thereafter notify the City of such fact, and regardless of whether such notice is sent by the successful Proposer or received by the successful Proposer or received by the City, this contract shall be deemed to be automatically amended, effective retroactively to the effective date of the more favorable agreement, to provide the same prices, warranties, benefits and terms to the City; provided that the City shall have the right and option to decline to accept any such change, in which event such amendment shall be deemed null and void. If the successful Proposer is of the opinion that an apparently more favorable price, warranty, benefit or term of this Agreement is not in fact more favored treatment, the successful Proposer will promptly notify the City in writing, setting forth in detail the reasons that the successful Proposer believes said apparently more favored treatment is not in fact more favored treatment.

The City after due consideration of such written explanation may decline to accept such explanation and thereupon this Agreement shall be deemed to be automatically amended effective retroactively to the effective date of the more favorable agreement, provide the same prices, warranties, benefits and terms to the City. The provisions of this Article shall survive the closing and termination of this Agreement.

By submitting a proposal, all proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

#### **EVALUATION/SELECTION PROCESS; CRITERIA FOR EVALUATION**

The procedure for proposal evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of proposals.
3. Opening and listing of all proposals received.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee shall recommend to the City Manager the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the City.

The Evaluation Committee shall base its recommendations on the following factors:

- A. Proposer's experience and qualifications with providing service requested in the RFP. – 10%
  - B. Quality of Proposed Operational Plan. – 10%
  - C. Qualifications of key personnel and project team. – 10%
  - D. Evidence of financial stability. – 10%
  - E. Total Costs made up of collection fee per single space meter and per multi-space pay station utilizing estimated collections in Section 3, entitled, "Number of Collections". – 50%
  - F. Past performance based on number and quality of the Performance Evaluation Surveys and references. – 10%
6. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the Mayor and Commission the proposal or proposals acceptance of which the City Manager deems to be in the best interest of the City.
  7. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The Mayor and Commission may reject City Manager's recommendation(s) and select another proposal or proposals. In any case, the Mayor and Commission shall select the proposal or proposals acceptance of which the Mayor and Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.
  8. Negotiations between the selected proposer and the City Manager take place to arrive at a contract. If the Mayor and Commission has so directed, the City Manager may proceed to negotiate a contract with a proposer other than the top-ranked proposer if the negotiations with the top-ranked proposer fail to produce a mutually acceptable contract within a reasonable period of time.
  9. A proposed contract or contracts are presented to the Mayor and Commission for approval, modification and approval, or rejection.
  10. If and when a contract or contracts acceptable to the respective parties is approved by the Mayor and Commission, the Mayor and City Clerk sign the contract(s) after the selected proposer(s) has (or have) done so.

By submitting a proposal, all proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

## **CONCLUSION**

The Administration recommends that the Mayor and Commission authorize the issuance of an RFP (Request for Proposals) for providing parking meter and pay station collection services for the City of Miami Beach Parking System in accordance with the minimum requirements; qualifications; scope of services; and specifications outlined herein.

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