City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us
PH: 772-288-5320 • FAX: 772-600-1202

Request for Proposal (RFP) No. 2019-204

Downtown Valet Parking Services Pilot Program

Event	Date
Date RFP Issued	September 18, 2019
Due date for proposer questions	October 4, 2019
RFP Due Date	October 11, 2019

City of Stuart

RFP 2019-204

Downtown Valet Parking Services Pilot Project

Advertisement

Proposals for a Downtown Valet Parking Services Pilot Project will be received by the City of Stuart at the Procurement Office, 121 S.W. Flagler Avenue, Stuart, Florida, 34994, until October 11, 2019 at 2:30 P.M.

The City of Stuart is seeking qualified firms to provide valet parking services in the downtown area, as described herein.

An original, six (6) copies and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** must be submitted in sealed envelopes/packages addressed to Procurement Division, City of Stuart, and marked **RFP 2019-204 Downtown Valet Parking Services Pilot Program.** Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us or from DemandStar at http://www.demandstar.com or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP 2019-204 Downtown Valet Parking Services Pilot Program

Dated: **09/11/19**
Published: **09/18/19**

PART 1 - GENERAL INFORMATION

1.1. OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide valet parking services in the downtown area at the Operator's sole cost and expense, as described herein.

1.2. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by Proposers in connection with preparation of a response to this RFP.

1.3. INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Office regarding questions about the proposal at the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: purchasing@ci.stuart.fl.us. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until October 4, 2019. Questions shall be faxed or emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement Office.

1.4. DELAYS

The City may delay scheduled due dates, 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 addenda submitted to the City.

1.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following address:

Stuart City Hall
Procurement Division
121 S.W. Flagler Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: **RFP 2019-204 Downtown Valet Parking Services Pilot Program.** The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, six (6) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. ON Friday October 11, 2019

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above,

prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive an RFP package from sources other than the City or DemandStar. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

1.7. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.8. CONTRACT

A final contract will be negotiated with a term agreement for an initial one (1) year period with the option of two (2) additional one (1) year renewals, upon the mutual written agreement of the parties.

1.9. DEVELOPMENT COSTS

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

1.10. INSURANCE

The successful professional shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful professional allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.

Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

General Liability: The Proposer shall, during the life of this agreement take out and maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

Business Automobile: The professional/service provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than $1,000,000.00 combined single limit or $500,000.00 per person/ $1,000,000.00 per accident bodily injury and $250,000.00 per accident property damage.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Procurement g Office. This certificate shall be dated and show:

a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.

b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

c) The City of Stuart is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.

d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

City of Stuart
121S.W. Flager Avenue
Stuart, FL 34994

e) No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.

f) The “Acord” certification of insurance form should be used.

1.11. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.12. SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.13. ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City or to subcontract any of the work requirements to be performed.

1.14. PUBLIC RECORDS

Proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this RFP will not be considered confidential and/or proprietary.

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked "proprietary" or otherwise "restricted".

1.15. PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Proposer shall:

a) Keep and maintain public records required by the public agency to perform the service.
b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.
d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public

agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Proposer of the request, and the Proposer must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Proposer does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A Proposer who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a Proposer to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Proposer unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the public agency and to the Proposer.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Proposer at the Proposer's address listed on its contract with the public agency or to the Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Proposer who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

1.16. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

a) Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
b) Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
c) Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location A copy of the business tax receipt or proof of exemption must

be included with the submittal package, if applicable. The successful company will be required to register with the City of Stuart business tax division.

1.17. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

1.18. REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.19. DRUG-FREE WORKPLACE

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

1.20. COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.21. PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

1.22. REJECTION OF PROPOSALS

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

1.23. CONFLICT OF INTEREST

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

1.24. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications.

The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

PART 2 - STATEMENT OF WORK

2-1. BACKGROUND

The City of Stuart requests the services of a qualified Operator to provide valet parking services in the downtown area at the Operator's sole cost and expense. There are approximately sixty (60) spaces to utilize for parking. The selected Operator will be required to enter into an agreement with the City and the Community Redevelopment Agency (CRA) to provide these services. The proposed minimum valet parking service requirements are as follows:

The selected Operator shall administer, manage and operate a valet parking service for visitors to the downtown area.

1. Valet operation shall be during the peak season from December 1, 2019 – May 30, 2020.
2. Valet parking services shall be provided Thursday thru Saturday, 5:00 p.m. to 12:00 a.m. Increasing or decreasing days and times to accommodate for customer demand may be proposed by the operator or City and will be subject to City Approval.
3. Valet parking service set-up location to be mutually agreed upon by the City and the Operator.
4. Parking Storage: Exclusive valet parking areas will be provided by the City. Parking areas have been identified in Attachment A.
5. This program excludes the City's agreement with a private valet operator and Louronzo's Italian Restaurant to utilize the three "Loading Zone" parking spaces on the east side of SE Colorado Avenue (adjacent to Louronzo's) for valet parking operation and utilizing private parking lots at the east end of the historic district for parking storage.
6. The proposal excludes the parking spaces behind the Annex Building and City Hall parking lot for City marked vehicles (maximum of 6 parking spaces).
7. The proposal excludes maximum of 7 parking spaces on 2nd and 3rd Thursday of the month for Advisory Board Members during public meeting held at the City Hall in the evening. The selected operator shall coordinate with the City for parking arrangements for the board members.
8. The proposed valet parking areas shall remain public parking lots until 5 PM. Any vehicles parked in the parking lots shall be allowed to remain after 5 PM (3-hour parking time applies).
9. Proposed Rate: The Operator shall propose standard rate for valet service.
10. Revenue Sharing Proposal: The operator shall provide revenue sharing fee structure based on the proposed operation rate and schedule in the price proposal. The payment to the City shall be on or before the 5th day of each month.
11. Valet Staff: Operator shall provide a staffing plan, an appropriate valet staff training program and uniforms.
12. Marketing Program: The operator will cooperate with the City in marketing efforts for this service.
13. Customer Service: The selected valet services operator must respond immediately to customer complaints and inquiries. Operator is expected to provide excellent customer service to internal and external clients.
14. The City will have the right to establish reasonable rules and regulations and/or operating directives for the valet operations.
15. Operations will be monitored and changes made as appropriate. It is the City's intent

to offer a quality valet parking operation, at the same time causing little or no disruption to the downtown's existing traffic patterns.

16. Records and Reports: The operator will provide weekly reports to the CRA Administrator by Tuesday of the following service week, which include the following information:
    - the number of customers served each day of operation;
    - maintain accounting records of all income and expenses related to revenue collection and provide a weekly summary to the City;
    - complaints received and the resolution of the complaint;
    - customer wait times for drop off and retrieving vehicles;
    - staffing levels for each day of service; and
    - documentation describing incidents or accidents.

PART 3 - EVALUATION OF SUBMISSIONS

EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

An Evaluation Committee composed of five (5) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The top ranked firms may be required to provide a presentation to the selection committee. The selection committee will recommend award to the top ranked firm.

The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited the following:

- Firm Qualifications
- Business Plan
- Pricing and Compensation Schedule
- References
- Quality of submittal

Selection: Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondents. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

Terms and Conditions: Any actual or prospective Proposer who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation. The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

PART 4 - INSTRUCTIONS FOR PREPARING SUBMISSIONS

4-1. RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original, six (6) copies and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

IMPORTANT NOTE:

To expedite the evaluation of responses, it is mandatory that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

4-2. PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Each response shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the specific work to be performed pursuant to this solicitation. Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to the solicitation requirements, and on completeness and clarity of content.

All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage. Page size shall be 8.5 x 11 inches, foldouts are not acceptable. The text size should be 11 point or larger using Arial or Times New Roman font only.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work. Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Corporate Structure and Location

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence.

Tab 2 ~ Experience

Indicate the company's number of years of experience in providing services with other governmental entities in the State of Florida. List all Florida Clients within the last three years with client name and dates of contract (from and to).

Tab 3: Business Plan

The Respondent shall submit a Business Plan that provides details of the day-to-day operations of the valet parking service, including but not limited to:

1. Operations
    a. Management: Provide details including supervision, staffing, accommodations for handicap- adapted vehicles, reservations, process for drop-off and pick-up and estimated wait times.
    b. Customer Service: Provide procedures for handling customer service and complaints.
    c. Safety: Provide an Accident Prevention and Safety Program to be used by staff.
    d. Security: Provide details regarding the securing of parking areas and vehicle keys.
    e. Reporting: The selected Operator will provide weekly reports by Tuesday of the following service week, which include information such as the number of customers served each day of operation; records of all income and expenses; complaints received and the resolution of the complaint; estimated customer wait times for drop-off and retrieving vehicles; staffing levels for each day of service; and documentation describing incidents or accidents.

2. Location
    a. Counter: The kiosk or booth shall be attractive and designed/located so that it does not conflict with ADA regulations or pedestrian safety and usage of the sidewalk.
    b. Signage: Signage shall be placed on or close to the counter, which provides the name of the concessionaire, rates, and times of service. City shall approve the signage and its location before it goes into production or is installed.
    c. Traffic Control: A traffic flow and queuing plan shall be established to ensure consistent stacking and movement of vehicles, both dropping off and picking up.
    d. Maintenance: The selected Operator shall be responsible for the maintenance, repairs and cleaning of the counter and surrounding areas.

3. Personnel
    a. Training: The selected Operator will be responsible for training all employees with the duties and responsibilities under the agreement. The selected Operator shall provide ongoing customer service training.
    b. Staffing: The counter shall be staffed with sufficient personnel to greet customers dropping off their vehicles and assist customers picking up their vehicles.
    c. Staff: The selected Operator shall ensure that employees assigned to perform valet parking services are bonded against theft, embezzlement and other losses of customer vehicles and personal property; maintain a valid Florida State Driver's License appropriate for the types of vehicles being driven; have no outstanding warrants; and have never been convicted of DUI. All employees should present a well-groomed and professional appearance; be positive and courteous attitude at all times; never use foul or inappropriate language; be alert, attentive and responsive while on duty; remain calm when encountering an upset customer; listen attentively; obey all traffic laws and rules; and not commit any act which may bring discredit upon the City of Stuart.

4. Pricing
    a. Rates: The Operator shall provide standard rate for valet service.
    b. Vouchers: The City will coordinate with downtown businesses to determine if reduced rates can be incorporated into the valet parking program, or if such complimentary service should be left in the hands of the individual businesses as a benefit to their patrons.

Tab 4: Price Proposal and Forms
Provide revenue sharing fee structure based on the proposed operations rate and schedule.

Tab 5: Insurance
Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in the RFP. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract.

Tab 6: Other Information
Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 7: Addenda (if applicable)
All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART 5 – FORMS

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances 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's 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 under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 employee's 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 Section 287.087, Florida Statutes.

This Certification is submitted by _____
(Individual's Name)

Of

_____
(Name of Company)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date **Signature**

Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Company Name

Signature

Name and title (Print or Type)

Date

Conflict of Interest Disclosure Form

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Stuart.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

Company Name

Signature

Name and title (Print or Type)

Date

Attachment A
Map of Valet Parking Area

