

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

695-10262

**PAY BY PHONE PARKING PAYMENT
SYSTEM**



Rick Andrews

954-828-4357

Bid 695-10262 PAY BY PHONE PARKING PAYMENT SYSTEM

Bid Number 695-10262
Bid Title PAY BY PHONE PARKING PAYMENT SYSTEM

Bid Start Date Mar 30, 2009 8:04:25 AM EDT
Bid End Date Apr 16, 2009 2:00:00 PM EDT
Question & Answer End Date Apr 8, 2009 5:00:00 PM EDT

Bid Contact Rick Andrews
Procurement Specialist II
Procurement
954-828-4357
Randrews@fortlauderdale.gov

Contract Duration See Specifications
Contract Renewal See Specifications
Prices Good for 90 days

Bid Comments The City of Fort Lauderdale is seeking proposals from qualified Contractors to provide cell phone or equivalent technology as a payment method for metered and lot parking within the City of Fort Lauderdale. The City currently has 154 multi-space meters, approximately 2300 single space meters, and approximately 10,000 public paid parking spaces. It is anticipated that proposals in response to this RFP will provide a system to offer the general public the option to use their cell phones or similar technology as a way to process payments while utilizing a pay for parking space located within the City of Fort Lauderdale.

The City of Fort Lauderdale wishes to provide the parking public with the latest state-of-the-art technology in cell phone payment options. The City expects that all respondents to the RFP will be able to incorporate the current City meter identification numbers into their proposed system.

Item Response Form

Item 695-10262-1-01 - PARKING CUSTOMER TRANSACTION CHARGE
Quantity 1 each
Unit Price
Delivery Location City of Fort Lauderdale
[See RFP Specifications](#)
See RFP Specifications
Fort Lauderdale FL 33301
Qty 1

Description
PROVIDE A PER TRANSACTION CHARGE TO THE CUSTOMER

**REQUEST FOR PROPOSAL (RFP) 695-10262
PAY BY PHONE PARKING PAYMENT SYSTEM**

PART I – INTRODUCTION

1.01. Purpose

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Proposer, to provide a Pay by Phone Parking Payment System for parking patrons utilizing City metered and lot parking facilities at no cost to the City in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP) and at no cost to the City.

1.02. Information or Clarification

For information contact Rick Andrews, Procurement Specialist at (954) 828-4357 or randrews@fortlauderdale.gov. Such contact shall be for clarification purposes only. Material changes, if any, to RFP will be by written addendum.

Any questions that Proposers wish to have addressed and which might require an addendum should be submitted through the City of Fort Lauderdale's electronic bid service www.bidsync.com at least 7 days prior to the RFP open date. If required, a written addendum will be issued.

1.03. Competency of Proposers

Proposals will be evaluated in accordance with the qualifications, requirements and evaluation criteria as stated in this RFP. The Proposer must demonstrate in their proposal response that they are principally and routinely engaged in performing the services specified in PART IV – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, are qualified to perform such services and, if applicable to the work and required by the local jurisdiction, are properly and legally licensed to perform such services.

1.04 Contract Term

The initial contract term shall commence on date of award and shall end three (3) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms under the same terms, conditions and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

The City may require a trial test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such trial test period may be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

1.05. Price Proposal

Proposer shall propose a fixed per transaction fee in accordance with the requirements of this RFP.

1.06. Fee Adjustments

Fees for all services provided under this contract shall remain firm for the first year of the initial contract term. Thereafter fees for each remaining initial contract term and any extended contract term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the Consumer Price Index – All Urban Consumers CPU-U All Items Miami-Fort Lauderdale Area as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract and remain firm for the new contract period. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in fees that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted fees if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted fees and the matter cannot be resolved to the satisfaction of the City the contract may be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

PART II - RFP SCHEDULE

Release RFP	3/27/09
Last Date for Receipt of Questions of a Material Nature	4/8/09
Addendum Release (If required)	4/10/09
PROPOSALS DUE (No Later Than 2:00 PM DST)	4/16/09
Evaluation / Selection Committee Meeting to Review and Short-List Proposals *	4/29/09 (estimated)
Presentations by Short-Listed Proposers *	5/13/09 (estimated)
Award by City Commission	6/19/09 (estimated)

* If necessary

PART III - SPECIAL CONDITIONS

3.01. General Conditions

RFP General Conditions Form G-107 Rev. 11/08 (GC) are included and made a part of this RFP.

3.02. Variances

While the City allows Proposer to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

3.03. Public Entity Crimes Act

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a, supplier, subcontractor, or Contractor 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.04. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

3.05. RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

3.06. Proposers Cost

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

3.07. Rules and Proposals

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

3.08. Invoices / Payment

The City will accept invoices upon completion of tasks specified in the final scope of services, however no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City.

If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the

projected number of hours for each task element, and the percentage of work completed.

3.09. No Exclusive Contract / Additional Services

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

3.10. Deletion or Modification of Services

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

3.11. Additional Items

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method that is the same or similar to that used in establishing the prices in its proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.12. Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

3.13. Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

3.14. Independent Contractor

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

3.15. Subcontractors

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractor's performance, and liable for any of Contractor's subcontractor's non-performance and all of Contractor's subcontractor's acts and omissions. In addition to other indemnification provisions contained in this contract, Contractor shall defend at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors.

3.16. Insurance

The Contractor shall furnish Contractors and Contractor's subcontractor's proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the Contractor's expense.

Worker's Compensation and Employer's Liability Insurance
Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent Contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on contract contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$ 250,000 each person
	\$ 500,000 each occurrence
Property damage	\$ 100,000 each occurrence
Combined single limit	\$1,000,000 (bodily injury and property damage combined) each occurrence

General aggregate limit \$2,000,000

A copy of any current Certificate of Insurance should be included with your proposal.

In the event that the Proposer is recommended for award of a contract, the Proposer will be required to provide a certificate of insurance within 15 days naming the City as an "additional insured" for both General Liability and Automobile.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

3.17. Lobbying Activities

ALL PROPOSERS PLEASE NOTE: Any Proposer or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

3.18. BidSync (Electronic Bid Service)

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/Contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.bidsync.com for further information.

3.19. Bid Tabulations / Intent To Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm.

Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**4.01. OVERVIEW:**

The City of Fort Lauderdale is seeking proposals from qualified Contractors to provide cell phone or equivalent technology as a payment method for metered and lot parking within the City of Fort Lauderdale. The City currently has 154 multi-space meters, approximately 2300 single space meters, and approximately 10,000 public paid parking spaces. It is anticipated that proposals in response to this RFP will provide a system to offer the general public the option to use their cell phones or similar technology as a way to process payments while utilizing a pay for parking space located within the City of Fort Lauderdale.

The City of Fort Lauderdale wishes to provide the parking public with the latest state-of-the-art technology in cell phone payment options. The City expects that all respondents to the RFP will be able to incorporate the current City meter identification numbers into their proposed system.

PROPOSERS SHOULD RESPOND TO ALL ITEMS LISTED IN THE RESPONSE MATRIX SECTION OF THESE TECHNICAL SPECIFICATIONS AND SUBMIT IT WITH THEIR PROPOSAL RESPONSE.

PROPOSERS MAY PROVIDE THEIR RESPONSES TO THE RESPONSE MATRIX QUESTIONS DIRECTLY ON THE RESPONSE MATRIX WEB FORM INCLUDED WITH THE ELECTRONIC VERSION OF THIS RFP OR ON SEPARATE PAGES.

4.02. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications as to any detail or omission for it as a detailed description concerning any specific requirement shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

4.03. SYSTEM ACCEPTANCE TEST

A System Acceptance Test of the proposed Pay by Phone Parking Payment System is required to be performed by the awarded Contractor to demonstrate that the proposed system meets the requirements of this RFP. The Proposer shall include in their response submittal a System Acceptance Test Plan including an implementation time line schedule.

PROPOSERS: COMPLETE THE RESPONSE MATRIX INCLUDED WITH THIS RFP OR PROVIDE YOUR RESPONSES TO THE QUESTIONS ON A SEPARATE PAGE

PART V – PROPOSAL EVALUATION CRITERIA

An evaluation committee of qualified City staff and/or non-City persons selected by the City will conduct evaluations of proposals by a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists (short-listed firms) for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two the committee may conduct oral presentations with the finalists (short-listed firms) and re-score and re-rank the finalists (short-listed firms') proposals. The first ranked proposer will be recommended to the City Commission for award of a contract.

Evaluation of proposals will be performed utilizing the following evaluation criteria and assigned points:

1. Qualifications and expertise, including number of similar projects completed and the specific method in which these projects were achieved, qualifications of proposer and staff. Proposed systems layout, capabilities and versatility. **(30% POINTS)**
2. Overall ease of use for the customer and for the City's Parking Administration personnel. Ability of the proposed system to interface with the City Parking Administration's current business practices and cost to the customer per transaction. Proposed System Acceptance Plan and implementation schedule. **(30% POINTS)**
3. Past performance and references. **(15% POINTS)**
4. Cost: (price per transaction charge to customer, no charge to City). **(25% POINTS)**

TOTAL POSSIBLE POINTS: 100

The City of Fort Lauderdale reserves the right, before awarding any contract to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award a contract to that Proposer or to more than one Proposer who will best serve the best interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

NOTE REGARDING PRICE PROPOSAL POINTS: The firm providing the lowest cost to the City will receive the maximum of 25 points. Points awarded to other Proposers are determined by a mathematical formula. When using this formula, a Proposer that submits a cost which is two times greater than the cost of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted in the format as specified below. Any attachments must be clearly identified. To be considered, the proposer must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an attachment to the proposal. If documents are supplied in response to a requirement, the response should include a reference to the requirement being addressed and page number. This will serve as an identifiable reference for the proposal evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals are due at the date and time specified in Part II – RFP Schedule. It is the Proposers responsibility to submit its proposal at the place, time and date specified in this RFP.

All proposals are to be furnished via electronic submittal or hard copy as follows: If submitting electronically the proposal documents shall be attached or uploaded to the electronic response.

Electronic Submittal:
www.bidsync.com

If submitting via hard copy, please submit one (1) original and five (5) copies, for a total of six (6). All proposals must be submitted in a sealed package with the RFP number, RFP due date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc. Hand delivery, or via other delivery means (U.S. Mail, FedEx, UPS, etc) shall be to:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

The President, Vice-President or Principal or other person who is authorized to contractually bind the Proposer should sign and submit the Bid / Proposal Signature Page. See Tab 10 of the Proposal Format Section.

The Proposal shall be indexed in accordance with the **Proposal Format Section** following.

**PART VI - REQUIREMENTS OF THE PROPOSAL
PROPOSAL FORMAT SECTION**

The Proposal shall be indexed in the following order:

Tab 1. Letter of Interest / Cover Letter - Briefly state the Proposers understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP.

Tab 2. Narrative - Proposer shall include a comprehensive narrative to include the following: Understanding of the City's requirement for a Pay by Phone Parking System and the Proposers overall approach to meeting those requirements, including a detailed description of the proposed system. Insert the **RESPONSE MATRIX** under this tab.

Tab 3. Licenses, Professional Certificates, Insurance – Submit a copy of any licenses, and professional certificates that proposer possesses as part of doing business. Also include proof of the insurance requirements specified in Paragraph 3.17 of Part III – Special Conditions of this RFP.

Tab 4. Company Profile – Provide legal corporate name and address, telephone and fax number, E-mail address and Web page address of the Proposers firm including legal entity of any proposed partnership or joint venture. Firm(s) must be registered as a legal entity in the Florida Department of State Division of Corporations. Provide years in business, state whether the firm is local, regional, or national, is public or privately held, give a list of owners and/or partners and management executives of the firm, provide any additional information regarding the Proposers company that the Proposer wishes to supply to augment its proposal.

Tab 5. Joint Venture – If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.

Tab 6. Qualifications / Experience - Describe Proposers experience and nature of service with contracts and projects of similar size and complexity as the system being proposed to the City of Fort Lauderdale for the previous three (3) years.

Tab 7. Current Customers - Provide a list of current major customers along with contact person's name and telephone numbers.

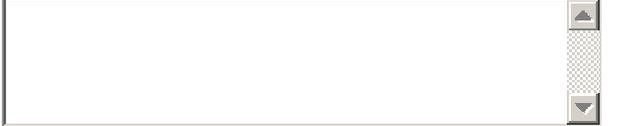
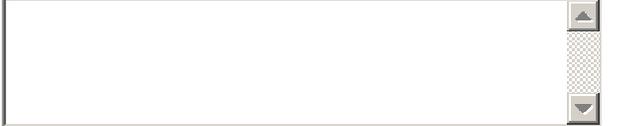
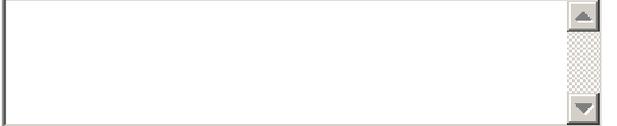
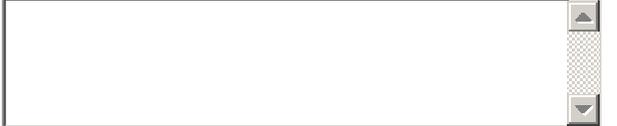
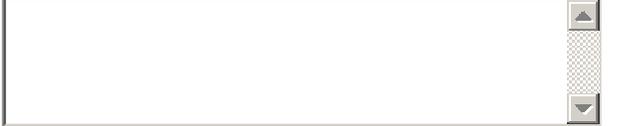
Tab 8. Cost Proposal – If submitting the response either electronically or by hard copy insert a copy of the completed Item Response Form under this Tab.

Tab 10. Non-Collusion Statement and Bid / Proposal Signature Page - Sign and insert the Bid / Proposal Signature Page under this Tab. The President, Vice-President or other person who is authorized to contractually bind the Proposer should sign the Bid/proposal Signature Page. The Non-Collusion statement should be inserted under this Tab.

END

**RESPONSE MATRIX
(44 ITEMS)**

PROPOSERS SHOULD RESPOND TO ALL ITEMS LISTED IN THIS RESPONSE MATRIX AND INCLUDED IT IN THEIR RESPONSE SUBMITTAL

	Description	Comments
1.	Describe how a customer would register to use your system for the first time. Describe in detail what options would be available to the customer and what connectivity your system requires in order to process transactions.	
2.	Can customers review their profile and parking history over the Internet?	
3.	Describe in detail what security requirements and systems are in place to protect our data as well as the customers'.	
4.	Does your system support International cell-phones and credit cards? List and attach copies of any security certifications your company holds.	
5.	Does your system require pre-registration before its use, if not please describe the process. Are users required to pay an annual membership fee? Does your system require a per use or transaction fee? If so how much?	
6.	Can a customer use your system without any additional hangtags, barcodes or other items to display or attach to the vehicle? Explain	
7.	Describe the process by which the City will be reimbursed for parking time. How often? By what means (check, wire, automatic deposit, etc). Describe in detail the exchange of revenue from cell-phone-paid parking.	
8.	Describe the various contact options your system provides a customer. Does your system have a toll free number? What hours can a customer contact a live person for support.	
9.	Describe your process for resolving customer complaints; attach a separate policy document if appropriate.	
10.	Describe what items are required to identify	

	a vehicle to your system, and what items are required to identify a vehicle to the parking space.	
11.	Describe in detail the location, number of meters, spaces etc of your two largest customers. Where, and for how long have they been your customer?	
12.	How many customers are registered and actively using your system? Please describe numbers of customers and which cities they are in.	
13.	Describe the process your system utilizes to notify customers of pending or expired parking time. Please provide specific details as to the process and infrastructure used, attach separate document if necessary.	
14.	What is the credit card settlement process used by your system/software? Provide samples of reports. Can reports be modified as to form and format by City's IT staff? Can report data be exported to Excel? Please describe.	
15.	Can a customer utilize your system using any phone or are they restricted to the phone used for registration? Please describe.	
16.	Does the system have the ability to:	
	a) Utilize maximum stay restrictions? Explain	
	b) Restrict people from re-parking and paying via cell phone for a configurable period even after parking expires? Explain.	
	c) Process transactions using varying meter rates based on day of week or time of day? For example, \$1.00/hr until 6 pm, then \$1.75 hr until 2 a.m. the next morning. We have approximately 60 different "zones" in a matrix of meter rate, hours and days of enforcement, maximum parking time, and some that have split rates depending on the time of day. Describe how your system would differentiate as to how to how much to charge the customer and whether or not to accept additional payment for time outside of the allowable parking time.	
17.	What limitations if any does your system	

	have when processing rates and restrictions? Does your system have a limitation to the number of rates and zones?	<input type="text"/>
18.	Are there any minimum or maximum transaction dollar amounts that a customer may add to the parking meter time?	<input type="text"/>
19.	Parking Services frequently changes the configuration of metered parking with regard to expansion and contraction of multi-space and single-space meter inventories. Describe how adding/deleting a lot, street, or garage location is accomplished to assist with the proper location reporting of cell phone revenues and for enforcement.	<input type="text"/>
20.	Does your system allow one-time event parking at a flat rather other then the standard meter rate for that location? Describe what would be required by the customer and the City in order to utilize this process.	<input type="text"/>
21.	Does the system allow the user to add time to an unexpired meter? Describe the process and any restrictions.	<input type="text"/>
22.	Does your system require integration with a parking meter system or the parking meter if so how, please describe.	<input type="text"/>
23.	How does a user pay for parking in a pay-and-display lot, pay-for-space or on-street parking? Please describe each process in detail.	<input type="text"/>
24.	Can your system integrate real-time with multi-space meters? Please describe in detail what multi-space meters and the process.	<input type="text"/>
25.	Does your system process parking transactions for gated locations? Please describe the process, locations involved, vendors and equipment used.	<input type="text"/>
26.	The City uses at least two different parking meter vendors and different models of meters for each vendor. How does your system handle this from the perspective of the customer? From the perspective of the City?	<input type="text"/>
27.	Is your service in live use at over five (5) US cities? If so, provide names and references.	<input type="text"/>
28.	Does your service integrate with wireless	<input type="text"/>

	handheld enforcement systems? If yes, provide examples of live sites and how?	<input type="text"/>
29.	Is the parking enforcement information available real-time? If yes, please explain process.	<input type="text"/>
30.	Is the parking enforcement information available wirelessly? If yes, please explain process.	<input type="text"/>
31.	Do you have a marketing plan to inform the City's parking customers of the availability of pay-by-phone (i.e. recruitment process, decals, signage, advertisement mediums, etc.)? Please describe. If there are any costs to the City, please include in your price proposal.	<input type="text"/>
32.	Is there interface capability with our handhelds? What is it? (City currently has Duncan X-3)	<input type="text"/>
33.	Is there system portability, scalability, and support? Explain?	<input type="text"/>
34.	Is your system P.C.I. compliant? Please describe the policy and procedures you have in place to keep and maintain the compliance.	<input type="text"/>
35.	Do you allow the customers to use their own merchant accounts for credit card processing? Provide details.	<input type="text"/>
36.	Do we directly receive the credit card payments from our consumers parking transactions? How?	<input type="text"/>
37.	Does your system have the ability to provide information on meters that are out of order or need service?	<input type="text"/>
38.	Can your system forward a report of meter malfunctions directly to field technicians? How?	<input type="text"/>
39.	Can your system report on meter downtime and repairs? Please describe.	<input type="text"/>
40.	Can your system process parking	<input type="text"/>

	payments while a broken meter is being reported? How?	<input type="text"/>
41.	Does your organization develop and own its core technology or is it licensed from a third party? Details	<input type="text"/>
42.	Is the enforcement component system compatible with the Duncan X-3 handheld device?	<input type="text"/>
43.	What is the per transaction charge to the customer? Are there any fees or charges to the City? If so, describe.	<input type="text"/>
44.	Having a highly reliable system is a key concern to the City. Describe your system's reliability in terms of wind and rain operability in downtown areas with high-rise buildings, etc. What events typically cause "down time" and for how long?	<input type="text"/>

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name:

Address:

Contact Name:

Telephone:

Company Name:

Address:

Contact Name:

Telephone:

Company Name:

Address:

Contact Name:

Telephone:

2. Number of years experience the proposer has had in providing similar services:

Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.



The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible

- property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding

process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this

section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses 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 costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by (signature) (date)

Name (printed) Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address:
City: State:
Zip:

Telephone No. FAX No.

E-MAIL:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03): Total Bid Discount (section 1.04):

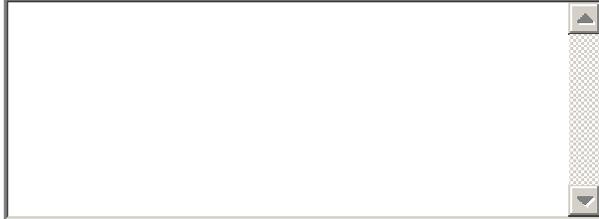
Does your firm qualify for MBE or WBE status (section 1.08): MBE cbb WBE cbb

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
<input type="text"/>	<input type="text"/>

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.

Variances:



revised 11-12-08

Question and Answers for Bid #695-10262 - PAY BY PHONE PARKING PAYMENT SYSTEM

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.