Solicitation 525-10821

Delinquent Parking Citation Collection Services

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 525-10821
Delinquent Parking Citation Collection Services

Bid Number	**525-10821**
Bid Title	**Delinquent Parking Citation Collection Services**
Bid Start Date	**Aug 19, 2011 2:58:54 PM EDT**
Bid End Date	**Sep 30, 2011 2:00:00 PM EDT**
Question & Answer End Date	**Sep 7, 2011 2:00:00 PM EDT**
Bid Contact	**AnnDebra Diaz** **Procurement Specialist II** **Procurement** **954-828-5949** **adiaz@fortlauderdale.gov**

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide delinquent parking citation collection services for the City's Parking and Fleet Services Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).
Added on Sep 1, 2011:
Addendum No. 1 has been issued, please refer to uploaded document.
Added on Sep 16, 2011:
Addendum No.2 supersedes Addendum No. 1. Please refer to uploaded document.

RFP# 525-10821
TITLE: DELINQUENT PARKING CITATION COLLECTION SERVICES

PART I – INTRODUCTION/INFORMATION

01. PURPOSE
The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide delinquent parking citation collection services for the City's Parking and Fleet Services Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION
For information concerning procedures for responding to this RFP, technical specifications, etc, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES
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 process, nor will any fees be charged to the awarded vendor.

04. ELIGIBILITY
To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

05. PRICING/DELIVERY
All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

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

07. AWARD
Award will be made to the highest ranked responsive and responsible proposer, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to award to that proposer who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this solicitation.

08. COST VALIDITY
Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

Release RFP	08/22/11
Last Date for Receipt of Questions of a Material Nature	09/07/11
Addendum Release (If required)	09/12/11
PROPOSAL DUE (Prior to 2:00 PM EST)	09/22/11

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS
RFP General Conditions Form G-107 Rev. 06/09 (GC) are included and made a part of this RFP.

02. 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.

03. 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.

04. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.

05. 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 Contractor.

06. CONTRACT PERIOD
The initial contract term shall commence upon date of award by the City or January 1, 2012, whichever is later, and shall expire 3 years from that date. The City reserves the right to extend the contract for one (1) additional one-year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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 City as authorized by the awarding authority. 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 in effect when this extension clause is invoked by the City. The Contractor shall continue to earn and be paid the Contract commission rate for all payments received by the Contractor for citations referred to the Contractor prior to expiration of the contract term. No commission shall be earned by, or be paid to, Contractor on payments received by the City or a successor collection agency on any accounts that are withdrawn from the Contractor if such payment is received more than 14 days after such withdrawal.

07. COST ADJUSTMENTS
Prices quoted shall be firm for the initial contract term 3 year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension **and shall be effective and applicable only to citations issued after that date.**

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

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 (if applicable).

09. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

10. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

11. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the 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, in accordance with the Florida Local Government Prompt Payment Act. 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.

12. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your commission rate. The City will not accept any additional costs.

13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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.

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 from another vendor at the City’s sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his 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 or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. 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.

15. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in

the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

16. 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 bid 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 and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, 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, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

17. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. 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 Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' 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, Workers' 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, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

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

Professional Liability (Errors & Omissions)

Limits:	$2,000,000 per occurrence

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

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

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

18. INSURANCE – SUBCONTRACTORS
Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

19. INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS
The successful contractor will need to provide proof that they maintain insurance coverage in an amount of not less than $1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to

criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

20. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")
The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.
Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

21. PUBLIC ENTITY CRIMES
NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

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 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

22. CANADIAN COMPANIES
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the

City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

23. LOBBYING ACTIVITIES
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 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.

24. RFP TABULATIONS/INTENT TO AWARD
(Notice of Intent to Award Contract/RFP, 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 – SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

1. GENERAL INFORMATION: It is our desire to engage the services of an experienced, licensed collection agency to increase revenue through enhanced follow-up of delinquent parking citation accounts. This contract will be for primary collection services. The City has a current contract for secondary placement of delinquent accounts. The primary agency program would include, but not be limited to, letters and telephone collection for a 180-day period.

Background: City Processes and Citation Payment Policies
The City issues approximately 100,000 parking citations annually. The majority of those citations have a $30 base fine but range up to $50 for violations of City ordinances. The lowest fine is currently $25.00. The handicap space violations are $250, subject to state regulation.

Payment of the base citation fine is due 30 calendar days after the citation is issued. A 'courtesy notice' is mailed as soon as the City receives registered owner information from the Florida Department of Motor Vehicles (DMV) and/or the City's provider of registered owner information for other states. The first penalty of $15.00 is imposed on the evening of the 31st day after the citation is issued. The second penalty of $20 is imposed on the evening of the 46th day and a "late notice" is mailed for all unpaid or partially paid citations on or about the 47th day after issuance. No additional penalties are applied for partial or non-payment and additional penalties may not be imposed by the Contractor. However, the City's ordinances provide that the cost of delinquent citation collections may be passed on to the parking violator, **for any citation issued after 9/10/2008,** so an amount equal to the Contractor's commission times the unpaid balance due on the citation (fine plus penalties) is added to the amount due prior to referral to the Contractor.

Schedules of fines, penalties, other fees, and due dates for payments are subject to modification by City Commission action from time to time and Contractor agrees that citations referred for collection after the date of such action will reflect such amended schedules.

A. NEW DELINQUENT ACCOUNT REFERRALS

Only delinquent citations issued after the contract start date under this RFP will be referred to the Contractor.

Unpaid citations with a balance of $10.00 or more are referred for collection 90 days after issuance, in the next scheduled weekly export. We will provide the following information, if available: citation issue date; citation number; vehicle license plate number; vehicle make; violation code; base fee; penalty; vehicle owner's first and last name or business name, and address as registered by the Department of Motor Vehicles. Citations issued to rental agency vehicles will be referred with the responsible party's name and address if an affidavit from the agency has been recorded, certifying the renter in possession of the vehicle at the time of the violation, according to Florida law.

Citations that are under appeal, as provided by City Ordinance, or on temporary administrative hold, will not be referred for collection.

Parking Services or its representatives reserve the right to determine which delinquent accounts are to be turned over to the contractor for collection.

Customer disputes over citations referred for collection shall be referred to the City for handling and resolution. City contacts will be provided for such customer contact referrals. The Contractor is prohibited from dismissing citations, waiving any fines or fees, adding fees other than NSF or returned check charges, or reducing the amount due without specific written pre-

approval by authorized City personnel.

B. CITATIONS PREVIOUSLY REFERRED TO OTHER COLLECTION AGENCIES

It is anticipated that some repeat violators will also have previous citations that have been referred to the current primary and/or secondary collection agency and may send payment to Contractor awarded under this RFP regardless of where their billing directs payment. It is also possible that citations referred to this RFP's Contractor will be sent to the former collection agency who will be actively collecting on previously referred citations. It is preferred that the Contractor under this RFP forward such mis-directed payments to the current collection agency for processing and the current collection agency will do the same for the Contractor. **NOTE: If a payment includes both a citation referred to the Contractor and one not referred to the Contractor, that check shall be forwarded to the City for processing and each collection agency will receive their respective commission.**

For citations issued prior to 9/11/2008, no fee is added to the amount due from the customer; the commission is calculated on the total collected on these citations. The Contractor will deposit the total amount collected from the customer (gross) and invoice the City for the amount of commission fees due, calculated as the amount collected multiplied by the commission percentage. Parking Services will remit the fees due according to the payment terms shown herein.

C. WITHDRAWAL OF UNCOLLECTED ACCOUNTS

If the Contractor is unsuccessful in his attempts to collect the debt within 180 days from the date of placement, the account (citation) may be withdrawn from the Contractor and may be referred to a secondary collection agency for collection. **No fees shall be paid to the primary agency for payments collected by the City more than 14 days subsequent to the withdrawal of the account from the Contractor. Fees will be paid on all payments made directly to the Contractor and deposited in the City's account for citations previously referred to the Contractor for collection.**

D. CALCULATION OF COLLECTION COMMISSIONS/FEES; PAYMENT TRANSMITTAL

The ordinance regarding passing collection fees on to the parking consumer was amended by the City Commission effective 9/11/2008. Therefore, **for citations issued after 9/10/2008**, Parking Services adds the fee for delinquent citation collection to the total amount due from the customer to pass those collection costs on to the customer. The fee will be added on prior to referral to the Contractor. The Contractor will deposit the total amount collected (including the collection fee) and invoice the City monthly for the fees due from citation collections. The amount of the commission due will be calculated on the amount paid **net** of the add-on commission (only the unpaid base fine plus penalty due) not on the gross amount collected. For example, if the fine plus penalty is $100 and the commission is 22%, the customer will pay $122 but the commission due is $22.00, (18.03% of the amount collected), not $26.84 (22% of the total collected). The net effect will be zero cost to the City.

Payments received by the Contractor shall be processed on the day received and a printable detail report and electronic payment file, in a format and layout acceptable by the City and Contractor, shall be made available to designated City staff on-line, and/or via e-mail at the end of each month, or more frequently, if available. The Contractor shall provide detail and summary reports monthly, in a format exportable to Excel, to account for all citations referred to the Contractor on a monthly and inception-to-date basis, the payments and refunds made against the accounts on a monthly and inception-to-date basis, and the unpaid balances of all accounts referred and still active with the Contractor. The City requires an electronic detailed

citation collection report in Excel or CSV format, with payments identified as collected by the Contractor or collected by the City, to support each invoice, including the following data: citation number, citation issue date, payment date, an indicator as to Contractor or City collection, the amount deposited, and the fee being billed for that account. These reports may be made available via the Internet, on an FTP site, or by other electronic means acceptable to the City.

Payments received by the City (directly via mail or walk-in customer, via credit card online, or through our lockbox service) for citations referred to the Contractor will be posted and transmitted to the Contractor, in a format/layout and time-frame acceptable to the City and Contractor but not less often than weekly. Parking Services will provide the Contractor an electronic file of citation numbers, amounts collected, refunds, fee waivers, and other necessary data requested and available in the citation management database to update the Contractor's account balances.

The Contractor agrees to send the City an electronic file of payments collected, once each month, no later than the 5th business day of the following month or a fixed date mutually agreed upon, to update the City's account balances. Such file will contain the data and be formatted as detailed in the 'technical requirements' section of this RFP.

Customer collection billings shall indicate that payment is to be made directly to the Contractor and it is preferred that a payment envelope addressed to the Contractor be provided by the Contractor with such billings. Deposits shall be made to the City's account daily. The City will deposit any payments made directly to the City or its lockbox service and that information will be included in the weekly payment file transmitted to the Contractor to update customer account balances.

From time to time, citations may be dismissed or partial fees waived by the City and such information shall be transmitted to the Contractor in the 'refresh file' so that the account balances can be adjusted accordingly. In addition, customer overpayments are refunded by the City and such refunds must be reflected on the customer account by the Contractor. Contractor shall not make any refunds to customers without specific approval by designated City staff. Any collections fees paid previously to the Contractor on such account overpayments will be deducted by the Contractor from that month's invoice.

In order to facilitate the orderly transfer of accounts placed for collection, we have prepared an interface for all placements. This common format will permit the orderly transfer of data to and from the vendor.

E. INVOICING FOR PARKING CITATION COLLECTIONS

If applicable, the Contractor's database must be able to distinguish between those accounts with fees added (issued after 9/10/08) and those issued prior to the fee-added date (issued prior to 9/11/08). The Contractor must be able to distinguish between payments collected by the Contractor and those collected by the City. The invoice for commissions/fees shall clearly delineate the four subsets of payments collected and related fees due: (1 & 2) Payments on citations issued prior to 9/11/08 and paid to the Contractor and those paid to the City, if any, and (3 and 4) payments on citations issued after 9/10/08 and paid to the Contractor and those paid to the City. Contractor shall submit one invoice for delinquent citation collections each month and provide the detail of invoiced payments and adjustments, to support such invoice, monthly in Excel or CSV format.

The City prefers that Contractor maintain images of customer checks for research purposes in case of refund requests, disputes of amounts paid, account reconciliation, audit requests, or

public records requests. Proposer shall provide a statement in the Proposal indicating whether such images will be available. If Contractor chooses not to maintain a file of such images, Contractor shall be required to obtain such images from the bank within 5 business days, at no cost to the City, if requested for specific account payment research by the City.

The City shall review and approve all letters prior to Contractor use for collections on behalf of the City.

02. TECHNICAL SPECIFICATIONS:

A. QUALIFICATIONS OF PROPOSERS

(1) All proposers must furnish to the City satisfactory evidence that they have operated and had experience in the parking citation delinquent collection service, as outlined in the RFP specifications, for a period of not less than two (2) years.

(2) In order to qualify to submit a proposal in response to this RFP, and at all times during the term of the Contract that arises out of this RFP, the Contractor must be registered with the Office of Financial Regulation of the Financial Services Commission of the State of Florida as a consumer collection agency pursuant to Section 559.553, Florida Statutes (2010), or be exempt from registration. Contractor shall so indicate in Contractor's response to the RFP and cite with specificity the provision of law that Contractor suggests exempts Contractor from such registration.

(3) Proposers shall demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, performance record, and the expertise to perform the required services. No contract will be awarded to any Proposer who, as determined by the City, has an unsatisfactory performance record, or inadequate experience, or lacks the necessary capital, organization and/or equipment to perform the services as required in the RFP. Failure to provide such documentation in the proposal submitted shall be considered evidence of such inability to perform the required services. Offers to provide documentation upon award of the contract will be considered failure to provide such required documentation in the evaluation process.

(4) Proposers shall provide documentation to support the qualifications criteria as part of the RFP response.

(5) Contractor should have wholly owned offices in principal cities, or established subcontractors in principal cities, who also meet the City's qualifications requirements. If proposer intends to use any subcontractors in the performance of these services, the names of all such subcontractors shall be included as part of the RFP response.

(6) Subcontractors shall be subject to the same requirements as the Contractor, as contained in the RFP. The City reserves the right to accept or reject any proposed subcontractor, if it determines that such subcontractor does not meet the RFP specifications.

(7) The Contractor shall have either a Broward County or toll free (800) telephone number(s) for City and customer contact purposes.

(8) Proposers should submit a current Statement on Auditing Standards No. 70 (SAS 70) report with the proposal. For information as to SAS70 requirements, you may visit **http://sas70.com/sas70_overview.html.** If your firm cannot provide a SAS70 report, include a copy of your internal controls and procedures that have been established to safeguard the City's information and payment collections. Proposals that do not include a current SAS70 report will be scored accordingly in the evaluation, as detailed in the scoring criteria.

(9) **Price proposal must be a percentage of amount collected on the fine plus penalties only. Proposals of tiered or variable commission arrangements will not be accepted because of the City's technical limitations.**

(10) Proposers must be registered to do business in the State of Florida and provide proof of such registration in the proposal.

(11) Any exceptions to the requirements listed in this RFP must be clearly noted in the Proposer's response and any alternative proposed, if any, shall be explained in the response.

B. DATA COMMUNICATIONS REQUIREMENTS

The successful Contractor must have the capability to send and receive **ASCII** data files via e-mail. Files are generated from UNIX-based host applications, transferred to a Windows-based PC, and sent via the Microsoft Outlook mail client. The City requires the Contractor to provide and maintain a valid e-mail address where files may be sent. The City will provide a return e-mail address for receiving updated files from the Contractor.

C. REMITTANCES TO THE CITY

The Contractor shall provide and remit to the City on a monthly basis, an electronic payment file with the following information for each citation paid that month:

(1) the gross amount collected for the month;
(2) date of payment, and
(3) the citation number.

D. REPORTING

The Contractor shall make the following reports available on-line and in printable format:

(1) Acknowledgment Report-provided after the receipt of new accounts confirming the number of accounts and total due.
(2) Client Status Report-detailing and summarizing collection information and status for all accounts that were submitted to the Contractor.
(3) Payment Analysis Summary, By Month, -allows the City to follow the collection progress. This report shall include collection percentages as well as full and partial payments received.
(4) Client Cancellation Report-provides a listing of those accounts removed from the collection process and returned to the City.
(5) Monthly Statement-includes details of all amounts collected, by account, commission due for services rendered, original amount submitted and percentage collected.

Include a sample of reports available within this scope of services and list the formats in which the reports can be delivered to Parking Services, (ex: PDF, CSV, Excel, etc).

E. BONDING & LIABILITY REQUIREMENTS

The Contractor shall comply with the licensing and bonding requirements for the State of Florida and Broward County.

F. CONTRACTOR PERFORMANCE

The Contractor shall adhere to the Code of Ethics and Professional Responsibility of ACA International, The Association of Credit and Collections Professionals and the Fair Debt Collection Practices Act.

The contractor shall protect the reputation and ethics of the City of Fort Lauderdale. The Contractor shall not forward any City account, or details of any account, to any other agency except to the Contractor's wholly owned branch.

G. LEGAL ACTION

No legal action will be taken by the Contractor in connection with the contract collection services without the express written approval and direction of the City Attorney. It is the City's desire to litigate where deemed 'cost effective' by the selected agency. Prior to litigation, Contractor shall obtain approval from the City. It is preferable to have local legal representation.

H. BANKRUPTCY CLAIMS

The fines and penalties due on parking citations issued by the City of Fort Lauderdale are government fines and are generally not discharged under Florida's bankruptcy laws. Contractor shall notify the City of any bankruptcy claims on referred citations and continue to seek collection on those accounts unless otherwise notified in writing by Parking Services or the City Attorney.

03. FILE LAYOUTS: The following pages specify the file layouts that electronic citation and payment data to and from the Contractor must conform to.

Layout of Collection Agency Payment File
Processed once a month

Fixed width Text File

Field Name	Field Size	Format	Notation
Ticket_ID	13		Citation Number
Date_Paid	10	MM/DD/YYYY	Citation Payment Date
Amount	7	0000.00	Amount Paid

Layout of Collection Initial Payments File from T2 Flex Parking System
Partial Payments taken on citations in the Initial Referral File

Fixed width Text File

Field Name	Field Size	Format	Notation
Issue_Date	8	YYYYMMDD	Citation Issue Date
Con_Ticket_ID	10		Citation Number
License_Number	10		License Tag Number
State_Code	3		License Tag State
Agency	8	Constant	Agency who took payment
Blank	10		Blank
Payment Date	8	YYYMMDD	Date Payment was received
Cash_Paid	7	0000.00	Total of all payments taken Agency

Blank	**10**		**Blank**
Blank	**10**		**Blank**
Source	**20**		**Process by which payment was received**

Layout of Collection Agency Referral File from T2 Flex Parking System
Citation amount $10.00 or greater Citation Issue Date 91 days old

Fixed width Text File

Field Name	Field Size	Format	Notation
Con_Ticket_ID	10		Citation Number
Issue_Date	8	YYYYMMDD	Citation Issue Date
Issue_Time	4	Hhnn	Citation Issue Time
Location	80		Citation Where Issued
Location_Part_2	80		Blank
License_Number	10		License Tag Number
State_Code	3		License Tag State
Plate Type	3		Blank
License_Exp	8	YYYYMMDD	License Tag Exp Date
Vin	25		Vehicle Identification Number
Cited_Make	15		Vehicle Make
Model	15		Vehicle Model
Vehicle_Style	4		Blank
Manuf_Year	4	YYYY	Blank
Full_Name	40		Vehicle RO Name
Isvalidaddress	1		Valid Address Flag
Primaary_Street	40		RO Address Street
Secondary_Street	40		Blank
City	30		RO Address City
County	30		Blank
State	3		RO Address State
Zip	10		RO Address Zip
Sex	1		Blank
Violation_Code	30		Citation Violation Code
Violation_Description	80		Citation Violation Description
Total_NSF	7	0000.00	NSF Fee
Amount_Due	7	0000.00	Citation Total Amount Due
Initial_Due_Date	8	YYYYMMDD	Citation Due Date
Calculated_1	7		Blank
Ticket_Status	3		Always Letters OP
Ticket_Status_Date	8	YYYYMMDD	Date Referral File was created
DMV_Hold_Status	3		Denotes status of State of Florida DMV Hold HO =On Hold HM=State not able to process hold
DMV_Hold_Status_Date	8	YYYYMMDD	Date State of FL put the tag on hold
Collections_Sent_Date	8	YYYYMMDD	Date Referral File was created
Export_Collections_AG	8	Constant	Denotes name of collection agency
Vic_Fine	7	0000.00	Base Fine Amount
Late_Notice_2_Sent_Date	8		Date Fort Lauderdale sent last notice
Boot_Notice_Sent_Date	8	YYYYMMDD	Date Fort Lauderdale sent boot notice
Late_Fee_Set_Date	8	YYYYMMDD	Date of 1st Late Fee Citation Issue Date + 30
Late_Fee_2_Set_Date	8	YYYYMMDD	Date of 2nd Late Fee Citation Issue Date+ 45

Total_Late_Fees	**7**	**0000.00**	**Total of all late fees**
Penalty_Fee	**7**	**0000.00**	**Blank**
Other_Fee	**7**	**0000.00**	**Blank**
Administrative_Fee	**7**	**0000.00**	**Collection Agency Add on Fee**
Total_Voided	**7**	**0000.00**	**Blank**
Total_Waived	**7**	**0000.00**	**Blank**
Total_Dismissed	**7**	**0000.00**	**Blank**
Cash_Paid	**7**	**0000.00**	**Total of all payments taken by Fort Lauderdale**
Blank	**2**		**Blank**

Layout of Collection Agency Refresh and Payment Files from T2 Flex Parking System.
Updates taken at Fort Lauderdale on citations previously referred to collections.

Fixed width Text File Refresh File Layout

Field Name	Field Size	Format	Notation
Con_Ticket_ID	**10**		**Citation Number**
Issue_Date	**8**	**YYYYMMDD**	**Citation Issue Date**
Issue_Time	**4**	**Hhnn**	**Citation Issue Time**
Location	**80**		**Citation Where Issued**
Location_Part_2	**80**		**Blank**
License_Number	**10**		**License Tag Number**
State_Code	**3**		**License Tag State**
Plate Type	**3**		**Blank**
License_Exp	**8**	**YYYYMMDD**	**License Tag Exp Date**
Vin	**25**		**Vehicle Identification Number**
Cited_Make	**15**		**Vehicle Make**
Model	**15**		**Vehicle Model**
Vehicle_Style	**15**		**Blank**
Manuf_Year	**4**	**YYYY**	**Blank**
Full_Name	**40**		**Vehicle RO Name**
Isvalidaddress	**1**		**Valid Address Flag**
Primaary_Street	**40**		**RO Address Street**
Secondary_Street	**40**		**Blank**
City	**30**		**RO Address City**
County	**30**		**Blank**
State	**3**		**RO Address State**
Zip	**10**		**RO Address Zip**
Sex	**1**		**Blank**
Violation_Code	**30**		**Citation Violation Code**
Violation_Description	**80**		**Citation Violation Description**
Total_NSF	**7**	**0000.00**	**NSF Fee**
Amount_Due	**7**	**0000.00**	**Citation Total Amount Due**
Initial_Due_Date	**8**	**YYYYMMDD**	**Citation Due Date**
Collection Previous Amount	**7**	**0000.00**	**Amount Due + Anypay +Total Dismissed + Total Waived + Total Voided**
Ticket_Status	**3**		**If Amount Due =0, then CL else OP**
Ticket_Status_Date	**8**	**YYYYMMDD**	**Date of DMV Hold or Citation change after Referral Created**
DMV_Hold_Status	**3**		**Denotes status of State of Florida DMV Hold** **HO =On Hold HM=State not able to process hold**

DMV_Hold_Status_Date	**8**	**YYYYMMDD**	**Date State of FL put the tag on hold**
Collections_Sent_Date	**8**	**YYYYMMDD**	**Date Referral File was created**
Export_Collections_AG	**8**	**Constant**	**Denotes name of collection agency**
Vic_Fine	**7**	**0000.00**	**Base Fine Amount**
Late_Notice_2_Sent_Date	**8**		**Date Fort Lauderdale sent last notice**
Boot_Notice_Sent_Date	**8**	**YYYYMMDD**	**Date Fort Lauderdale sent boot notice**
Late_Fee_Set_Date	**8**	**YYYYMMDD**	**Date of 1st Late Fee**
Late_Fee_2_Set_Date	**8**	**YYYYMMDD**	**Date of 2nd Late Fee**
Total_Late_Fees	**7**	**0000.00**	**Total of all late fees**
Penalty_Fee	**7**	**0000.00**	**Blank**
Other_Fee	**7**	**0000.00**	**Blank**
Administrative_Fee	**7**	**0000.00**	**Collection Agency Add on Fee**
Total_Voided	**7**	**0000.00**	**Blank**
Total_Waived	**7**	**0000.00**	**Blank**
Total_Dismissed	**7**	**0000.00**	**Blank**
Cash_Paid	**7**	**0000.00**	**Total of all payments taken by Fort Lauderdale**
Blank	**2**		**Blank**

Fixed width Text File Payment File Layout

Field Name	**Field Size**	**Format**	**Notation**
Issue_Date	**8**	**YYYYMMDD**	**Citation Issue Date**
Citation Number	**10**		**Citation**
License_Number	**10**		**License Tag Number**
State_Code	**3**		**License Tag State**
Payment received at location	**8**	**Constant**	**Denotes FTL**
Payment Date	**8**	**YYYYMMDD**	**Date Payment was Received**
Credit	**7**	**0000.00**	**Amount Received except NSF**
Waived	**7**	**0000.00**	**Amount Removed by FTL**
NSF Fee Payment	**7**	**0000.00**	**Amount Received for NSF**
Money Kind	**15**		**Payment Source/Type**
Blank	**2**		**Blank**

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Lowest Percent Collection Fee for total amount collected.
(The lowest cost to the City, or its customers,
shall receive maximum points)

Percentage commission	30

TOTAL OF 30 POINTS

Proposer demonstrated experience, qualifications,
and past performance, rate of account collections.
This includes: ability to meet the RFP requirements,
facilities, customer, financial and business references.
(Including Better Business Bureau, Chamber of
Commerce & State's Attorneys' Office).

Past performance and qualifications	10
Financial ability	10
Current SAS70 report	10
Financial and Client References	10

TOTAL OF 40 POINTS

Proposed methods utilized for delinquent account collections,
and resources available for collection of City accounts,
reporting of account activity.

Scope of collection activities proposed	10
Demonstration of adequate organizational and technology resources	10
Adequacy of account activity reporting	10

TOTAL OF 30 POINTS

MAXIMUM TOTAL POINTS 100

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be 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 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 then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the 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 the contract to that Proposer who will best serve the 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.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

2nd lowest cost minus lowest cost = X
X divided by lowest cost = Y
Y times the total number of cost points = Z
Total number of cost points minus Z = points assigned to 2nd lowest vendor and so on.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal 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 appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, 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.

THIS IS A PAPER RFP WITH CD. Only paper submittals will be accepted. Electronic or Fax submittals will not be accepted. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Department, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS (8) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS 9 COPIES OF YOUR PROPOSAL. CONTRACTOR SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, 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.

A representative who is authorized to contractually bind the Contractor shall sign the RFP/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Lowest Cost: Contractor must quote firm, fixed, commission rate for all services identified in this request for proposal. This firm fixed rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed commission rate will be the same for the initial contract period.

TOTAL FIRM FIXED COMMISSION FEE (INITIAL CONTRACT PERIOD)

_____% of the base fine plus penalties collected (before commission add-on)

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

Tab 1: RFP/Proposal Signature page

Tab 2: Non-Collusion Statement

Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.

Tab 4: Statement of Proposed Services. Proposals should respond to scope of work. They should be no longer than twelve (12) pages (single sided), and be comprised of three general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications; (c) estimated timetables (e.g. marketing).

Tab 5: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida and registration as a consumer collection agency.

Tab 6: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.

Tab 7: Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including a plan/outline.

Tab 8: Proposer's ability to assign appropriate resources to the account in a timely manner.

Tab 9: Additional services available in-house, not requested by the City in Part IV - technical specifications/scope of work with fee schedule for those services (For Informational Purposes Only).

Tab 10: List of 6 clients/references for whom you have provided citation collection services in the last three years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary.

Tab 11: Proposal Pages – Cost Proposal

Tab 12: Financial Statements and SAS70 or Internal Control procedures

Tab 13: Plan to ensure data integrity and security, continuation of services, and data recovery in case of disaster or emergency.

Tab 14: Samples of required reports and any additional attachments to your proposal.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, 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.

COMPLETE AND RETURN THE REQUIRED NUMBER OF **PROPOSAL PAGES AND ATTACHMENTS.**

PROPOSAL IDENTIFICATION: If mailed, please indicate on the face of your sealed proposal package the following:

RFP NO. 525-10821 OPENS 09/22/11

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 **PACKING SLIPS:** It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **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**.**

1.05 **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**.**

1.06 **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**.**

1.07 **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.

1.08 **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.

1.09 **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 it's 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 EIN is 59-6000319, 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 or cashiers check. 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, 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**.**

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, 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.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond 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 Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, 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 may, 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 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 should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

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.

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.

NAME	RELATIONSHIPS
_____	_____
_____	_____
	_____
	_____

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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. 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: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

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/).

Address:_____

City_____State:_____Zip_____

Telephone No._____FAX No. _____Email: _____

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

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

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

Addendum No. Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ **NO**_____

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. If this section does not apply to your bid, simply mark N/A in the section below.
Variances:
_____

_____
revised 6-16-11

City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 525-10821
Delinquent Parking Citation Collection Services

ISSUED September 1, 2011

This addendum is being issued to make the following changes:

1. Proposers are required to provide an SSAE 16, SOC 2, Type I report with their proposal.

2. Awarded contractor will be required to provide an SSAE 16, SOC 2, Type II report annually.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Procurement Services Department

Company
Name: _____
(please print)

Bidder's
Signature: _____

Date: _____

City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP 525-10821
Delinquent Parking Citation Collection Services

ISSUED September 16, 2011

This addendum is being issued to make the following changes:

1. This addendum supersedes Addendum No. 1 dated September 1, 2011.

2. Proposers are required to provide a current SAS70 report with their proposal. Proposals submitted without this report will be deemed non-responsive.

3. Awarded contractor will be required to provide an SSAE 16, SOC 2, Type II report annually.

4. Part V – Proposal Evaluation Criteria has been revised as follows:

   The award of the contract will be based on certain objective and subjective considerations listed below:

   Lowest Percent Collection Fee for total amount collected.
   (The lowest cost to the City, or its customers,
   shall receive maximum points)

Percentage commission	30

TOTAL OF 30 POINTS

   Proposer demonstrated experience, qualifications,
   and past performance, rate of account collections.
   This includes: ability to meet the RFP requirements,
   facilities, customer, financial and business references.
   (Including Better Business Bureau, Chamber of
   Commerce & State's Attorneys' Office).

Past performance and qualifications	10
Financial ability	10
Financial and Client References	10

TOTAL OF 30 POINTS

City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

Proposed methods utilized for delinquent account collections, and resources available for collection of City accounts, reporting of account activity.

Scope of collection activities proposed	15
Demonstration of adequate organizational and technology resources	10
Adequacy of account activity reporting	15
TOTAL OF 40 POINTS	
MAXIMUM TOTAL POINTS	**100**

5. The proposal due date has been changed. The new due date is Friday, September 30, 2011 (prior to 2:00 PM EST)

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Procurement Services Department

Company
Name: _____
(please print)

Bidder's
Signature: _____

Date: _____

Question and Answers for Bid #525-10821 - Delinquent Parking Citation Collection Services

OVERALL BID QUESTIONS

Question 1

Why is the contract out to bid at this time?
When is the anticipated contract start date?
To how many vendors are you seeking to award a contract?
Who are the incumbents, and how long have the incumbents been providing the requested services?
Has the current contract gone full term?
Have all options to extend the current contract been exercised?
What collection attempts are performed or will be performed internally prior to placement?
What is the total dollar value of accounts available for placement now by category, including any backlog?
What is the total number of accounts available for placement now by category, including any backlog?
What is the average balance of accounts by category?
What current contingency fees or other fees are currently being billed by any incumbent(s), by category?
What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?
What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?
What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?
What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?
If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?
To what extent will the location of the bidderýs call center and/or corporate headquarters have a bearing on any award(s)?
(Submitted: Aug 23, 2011 8:03:38 AM EDT)

Answer

- Why is the contract out to bid at this time? Current Contract is due to expire.
When is the anticipated contract start date? See RFP, Part III, Section 06 Contract Period
To how many vendors are you seeking to award a contract? Intent is one
Who are the incumbents, and how long have the incumbents been providing the requested services? Law Enforcement Systems, since 2004
Has the current contract gone full term? Yes
Have all options to extend the current contract been exercised? Yes
What collection attempts are performed or will be performed internally prior to placement? See Part IV-Scope of Services, General Information. The City does not perform any collection activities other than the two notices referenced in this section.
What is the total dollar value of accounts available for placement now by category, including any backlog? There is no backlog. See RFP, Part IV-Scope of Services, (A) New Delinquent Account Referrals.
What is the total number of accounts available for placement now by category, including any backlog? We do not have separate categories of citations. All referrals under this contract will be for delinquent parking citations. See RFP, Part IV-Scope of Services, (A) New Delinquent Account Referrels.
What is the average balance of accounts by category? Average balance is roughly $50-$60 per account based on the fact that the base fine of our most frequently issued citation, for overtime parking.
What current contingency fees or other fees are currently being billed by any incumbent(s), by category? The current collection fee being charged for delinquent citations is 22% of the amount collected.
What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category? See RFP, Part IV, Section A
What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)? The amounts vary widely and are dependent upon the service providers ability to collect. Most recent 3 months fees were approx. $7200, $9000, $11,000.
What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category? Number is dependent of # of citations issued. In June, about 1500 citations were referred for collection.
What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category? The number of accounts referred will vary. In June, we referred about $95,000 in account value, net of the add-on collection fees.
What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement? We do not put a quota or limit on our expectations. We expect the vendor to use all legally allowable means to collect on citations referred and to pursue collections throughout the 180 days allowed under the contract.
If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up? Refer to Part IV, Section A - New Account Referrals.
To what extent will the location of the bidderýs call center and/or corporate headquarters have a bearing on any award(s)?
(Submitted: Aug 23, 2011 8:03:38 AM EDT)

Refer to the RFP, Part IV-Proposal Evaluation Criteria **(Answered: Aug 23, 2011 4:14:08 PM EDT)**

Question 2

If we submitted proof of PCI certification and compliance in lieu of SAS70, would we still lose the 10 points?
Who are the current primary and secondary agencies?
Please provide the current agencies fee rates?
How much was paid to the current agencies in commission in the last fiscal year?
How many cases do you anticipate placing per month?
How many cases were placed to the prior agencies last fiscal year?
What is the average balance?
What are the recovery rates for the two incumbents?
Will the backlog with the two current agencies be transferred to the winning bidder on the new contract? **(Submitted: Aug 23, 2011 11:59:28 AM EDT)**

Answer

- If we submitted proof of PCI certification and compliance in lieu of SAS70, would we still lose the 10 points? Yes (Note: PCI and SAS70 have different areas of focus.
Who are the current primary and secondary agencies? Primary - Law Enforcement Systems, Secondary - National Recovery Agency
Please provide the current agencies fee rates? 22%
How much was paid to the current agencies in commission in the last fiscal year? See question 1 above
How many cases do you anticipate placing per month? See question 1 above
How many cases were placed to the prior agencies last fiscal year? See question 1 above
What is the average balance? See question 1 above
What are the recovery rates for the two incumbents? LES-over time, rate is in the mid-to-upper 40% range of all accounts referred. However, is should be noted that their average is skewed negatively because we initially referred about $5million in very old accounts dating back to 2002 and they continue to pursue and collect on those. We do not currently differentiate between collection rates for "new" or "old" citations. These old citations will not be referred to the winning contractor under this contract. NRA, not yet active.
Will the backlog with the two current agencies be transferred to the winning bidder on the new contract? answered previously **(Answered: Aug 23, 2011 4:59:01 PM EDT)**

Question 3

Please clarify under 02. Technical Specifications
5) Contractor should have wholly owned offices in principal cities
Is the selected vendor required to have an office in Ft. Lauderdale? **(Submitted: Aug 24, 2011 9:35:07 AM EDT)**

Answer

- No **(Answered: Aug 24, 2011 10:11:21 AM EDT)**

Question 4

Would the City consider letting the awarded vendor keep accounts longer than 180 days? Does the current vendor close and return accounts after this time period?
Do exhibits such as the SAS70, sample letters, etc go towards the 50 page limit? What about the cover letter, table of contents?
Please expand on what is meant by "marketing" in Part VIII Tab 4. **(Submitted: Sep 1, 2011 11:17:16 AM EDT)**

Answer

- Would the City consider letting the awarded vendor keep accounts longer than 180 days? Does the current vendor close and return accounts after this time period? Response: Not at this time. We have a contract with a secondary collection agency that specifies they will get the accounts after the primary has had them 180 days. We have not yet implemented the secondary process so the current vendor has kept the accounts past the 180 days but is aware that will change soon.
Do exhibits such as the SAS70, sample letters, etc go towards the 50 page limit? What about the cover letter, table of contents? Response: The SAS70 does go toward the 50 page limit, all other documents do.
Please expand on what is meant by "marketing" in Part VIII Tab 4 Response: This is standard language in the city's RFPs. "Marketing" is shown as an example of the type of timetable to be included, if applicalbe to the requested services. In this case, the timetable, if any, could be the proposer's timetable for contract execution, technical development, testing, and implementation. **(Answered: Sep 1, 2011 12:01:32 PM EDT)**

Question 5

In response to question No. 4, the second question about page limits - did the City mean to say the SAS70 does "not" go toward the 50 page limit? Thanks. **(Submitted: Sep 2, 2011 9:10:32 AM EDT)**

Answer

- Sorry, the response was meant to state the SAS70 does NOT go toward the 50 page limit. **(Answered: Sep 2, 2011 9:14:13 AM EDT)**

Question 6

In regards to addendum No. 1's new requirement:
Weýre currently undergoing SOC 1 but not SOC 2. SOC 2 has nothing to do with financial or operational compliance; is it possible you meant SOC 1?
SOC 1 Type II replaces the SAS 70 Type II.
Thank you **(Submitted: Sep 2, 2011 10:07:54 AM EDT)**

Answer

- Item #1 in the addendum is a new requirement in addition to the SAS 70 report requirement stated in the RFP and must be submitted with the proposal. **(Answered: Sep 2, 2011 11:58:21 AM EDT)**

Question 7

In response to question 6 - please confirm that you want SOC 2 and not SOC 1. **(Submitted: Sep 6, 2011 3:48:57 PM EDT)**

Answer

- Yes, as stated in the Addendum, an SSAE 16, SOC 2, Type I report is required with your proposal. The awarded contractor will be required to provide an SSAE 16, SOC2 Type II report annually. **(Answered: Sep 6, 2011 3:56:11 PM EDT)**

Question 8

Effective for reports ending on or after June 15, 2011, the SAS 70 standard has been replaced with one of the AICPAýs Service Organization Control (SOC) reporting options: SOC 1. SOC 1 engagements are performed in accordance with Statement on Standards for Attestation Engagements (SSAE) 16, Reporting on Controls at a Service Organization.
SOC 1, or SSAE 16, reports cover controls in place at a service organization that are relevant to an auditor of a userýs (City of Ft. Lauderdale) financial statements.
SOC 2 engagements are performed in accordance with AT Section 101, Attest Engagements, and address controls at a service organization that relate to operations and compliance.
Please clarify if the request in Item #1 in the addendum is for a SOC 1 (which is issued under SSAE 16) OR a SOC 2 engagement? **(Submitted: Sep 6, 2011 4:36:24 PM EDT)**

Answer

- Please refer to Addendum No. 2 for clarification of reporting requirements. **(Answered: Sep 16, 2011 8:43:32 AM EDT)**

Question 9

Thank you for allowing us to request feedback and additional information for the following items.

1. In part 1.A of the Scope of work the RFP states: Only delinquent citations issued after the contract start date under this RFP will be referred to the Contractor. Yet other places in the RFP it discusses how the contractor should handle citations issued before 9/10/2008. Please clarify.
2. Who is the current vendor?
a. What are their feeýs?
b. Are any feeýs being passed through to the Municipality/University etc?
c. How long have they been providing the services?
2. What is the total value of the 100,000 citations issued each year?
3. How many citation were sent to collections with your current vendor the previous year?
4. What was the total value of the citations sent to collections with your current vendor the previous year?
5. How many citations are written to out of state plates each year or month?
6. How many citations are manually issued each month?
7. How many citations are data entered each month?
8. Do you currently get owner information for all out-of-state plates?
9. Do you currently have a real-time connection with the DMV?
10. What is your overall collection rate for parking citations? **(Submitted: Sep 7, 2011 10:44:14 AM EDT)**

Answer

- 1. From time to time, the City discovers accounts that had not previously been sent for collections for various reasons (was on appeal and removed for whatever reason, registered owner information changed or received beyond the normal time, rental agencies provide rentee information, etc). In those cases, we MAY refer those accounts for collection and they could have been issued prior to 9/11/08. This provision is a safety-net for the City.
2. Refer to Question 1 above for previous response
2a. Refer to Question 1 above for previous response
2b. This RFP is from a municipality. The City will not pay any fees other than for the rare instance when a pre-9/11/08 citation is referred and collected. The only 'fee' is the collection fee and that is passed on to the customer.
2c. Refer to Question 1 above for previous response
2d. Refer to Question 1 above for previous response
3. Refer to Question 1 above for previous response
4. Refer to Question 1 above for previous response
5. Year 2009-7006; Year 2010 - 6600; Year 2011 to date-4340
6. Since Jan 1, 2009, 4121 manually issued citations
7. Manually entered and Data entered is same to us.
8. We do not get DMV from : Hawaii, New Hamshire, Alaska
9. Yes, we use 'DAVE' for individual plate searches but do not have a mass real-time connection. We are testing the FL-DMV exchange of information on Florida plates.
10. Roughly 73% over time. **(Answered: Sep 12, 2011 9:05:13 AM EDT)**

Question 10

Part III, Section 19, can the City please expand on the term "electronic fraud"?
Addendum No. 1, Item #1, if our firm is unable to provide an SOC 2 report at this time, will we be immediately disqualified or will we simply lose points for the SAS70 scoring area? **(Submitted: Sep 7, 2011 12:49:11 PM EDT)**

Answer

- Please refer to Addendum No. 2 for clarification of reporting requirements. **(Answered: Sep 16, 2011 8:43:32 AM EDT)**