

Solicitation 524-10918

Multi-Space Parking Meters



City of Fort Lauderdale

Bid 524-10918

Multi-Space Parking Meters

Bid Number **524-10918**
Bid Title **Multi-Space Parking Meters**

Bid Start Date **Feb 23, 2012 9:13:14 AM EST**
Bid End Date **Mar 22, 2012 2:00:00 PM EDT**
Question &
Answer End **Mar 7, 2012 5:00:00 PM EST**
Date

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 and install Multi-Space Parking Meters for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Added on Mar 12, 2012:

Refer to Addendum No. 1 uploaded with this RFP for complete changes to this RFP.

Part VII - Proposal Pages - Cost Proposal has been revised and uploaded as a separate document. Proposers MUST use the REVISED pricing page in their submittal.

A sample coupon has been uploaded for review purposes only.

RFP # 524-10918**TITLE: Multi-Space Parking Meters****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 and install Multi-Space Parking Meters for the City's Transportation and Mobility 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 solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov . Such contact shall be for clarification purposes only.

For information concerning technical specifications, 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. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will not be a pre-bid conference or site visit for this Request for Proposal.

05. ELIGIBILITY

To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully delivered, installed and have operational, system installations running on equipment and software similar to those specified in the Scope of Services section of this RFP. The City reserves the right to request live demonstration(s) of proposed equipment and operating and software systems, inspect the proposers' facility, and visit other client installations in making a determination of proposers ability and capacity to perform the requirements of the RFP. All products offered in response to this RFP must be available, as proposed, by the proposal due date. Each product must be available for evaluation and be complete with documentation. The department reserves the right to reject any proposals submitted that have any components not fully functioning and available by the proposal due date.

06. 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.

All prices quoted shall be quoted F.O.B. Delivered, Fort Lauderdale, Florida. To include delivery, installation, testing, training, minimum two year warranty, and all other requirements of the specifications, terms and conditions.

07. 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.

08. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

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 bid solicitation.

09. PRICE 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

EVENT	DATE/TIME
Release of RFP	Thursday, February 23, 2012
Deadline for Questions/Request for Clarifications	Wednesday, March 7 , 2012
Addendum Release (if required)	Monday, March 12, 2012
Proposal Due Date/Time (Deadline)	Thursday, March 22, 2012 / 2:00pm EST

PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**
RFP General Conditions Form G-107 Rev. 12/11 (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 and shall expire two (2) years from that date. The City reserves the right to extend the contract for two, additional one-year terms, 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.
07. **COST ADJUSTMENTS**
Prices quoted shall be firm for the initial contract term two 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.

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. **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.

09. **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.

10. **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.

11. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the 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.

12. **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 Division.

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

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 Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

13. 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 of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval,

and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, 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.

14. **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.

15. **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.

16. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has 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.

17. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.
18. **SAFETY**
The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.
19. **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.
20. **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> .
21. **BID TABULATIONS/INTENT TO AWARD**
(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at
<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.
22. **SAMPLE CONTRACT AGREEMENT**
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website
<http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

The City of Fort Lauderdale is seeking proposals from qualified vendors for the purchase and installation of new electronic multi-space parking meters ("meters"), in accordance with this Request for Proposals (RFP) covering an initial two (2) year period. The City currently has 156 multi-space meters throughout the City.

During the initial two-year contract term, the City of Fort Lauderdale anticipates purchasing a total 52 multi space parking meters with an anticipated minimum of 24 meters during the first year. The City of Fort Lauderdale reserves the right to increase or decrease the number of meters purchased during the contract period as determined by the Transportation and Mobility Director or their designee.

The City of Fort Lauderdale intends to provide its neighbors, tourists and patrons of the City with the latest state-of-the art technology in multi-space parking meters. We are looking for innovative meters that are fully functional in a tropical climate and durable in 140mile-per-hour winds. The meters may also be exposed to and surrounded by the ocean's elements and must function in both high heat and extreme humidity of this sub-tropical climate.

The multi-space meters must have the ability to accept the current City of Fort Lauderdale Resident Beach Card prior to contract or provide assurances under penalty that it will do so by the day of installation, that day being agreed to between the City and the successful vendor during the project planning phase of the deployment. The vendor will contact Parking Services in a timely manner to ensure it is fully aware of the requirements for supporting the card within the context of this RFP.

The multi-space meter (or pay station) must have the ability to function in both a Pay-and Display and Pay-By-Space environment.

The multi space meter must also be compatible with the pay-by-phone technology offered by Verrus/PaybyPhone. Specifications for the integration of pay-by-phone, should they be required, are available under separate agreement directly from Verrus. It is incumbent upon the vendor to contact Verrus directly and in a timely manner to ensure it is fully aware of the requirements for supporting the card within the context of this RFP. The City is unable to furnish vendors directly with the necessary technical specifications. It is the City's desire and expectation that the meters will interface with Verrus to allow enforcement specialists to check for paid spaces via the meter.

The vendor must demonstrate the pay station's capability to accept all payment options offered by the City of Fort Lauderdale, including coins, U.S. currency, credit and debit cards, prior to contract or provide assurances under penalty that it will do so by the day of installation, that day being agreed to between the City and the successful vendor during the project planning phase of the deployment.

Failure of the meters to accept these payment operations when installed will be considered to be in breach of contract and will lead to cancellation of the contract and all associated cost will be the sole responsibility of the Contractor.

Any proposal submitted using Mobitex modems for communication and transmitting data will not be accepted and will be deemed non-responsive.

The City's preference is for the meter collection area and maintenance area to be separate compartments, as a 'best practice' so there can be a separation of collection and maintenance duties and access.

02. SERVICE TEST PERIOD

The successful Contractor must successfully complete the acceptance testing requirements within a ninety (90) day period following Contract award and product installation. The City will accept the fully operational product(s) only when the Contractor has successfully proven the respective product to function in accordance with the RFP requirements before the end of the testing period.

Performance trial and acceptance testing shall be based on the units being fully and consistently operational for a period of not less than thirty (30) working days after receipt and installation. The City will use this testing period to evaluate the products and verify that all requirements stated in this RFP have been met. If it is determined that all requirements have not been met, that machines have experienced excessive malfunctions, errors, etc. or that resolution of any problem cannot be attained, the City reserves the right to return the products at no cost to the City.

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.

03. DOCUMENTATION

Contractor shall provide the City with three sets of printed hardware and software documentation and manuals with system delivery.

04. EQUIPMENT WARRANTY / EXTENDED MAINTENANCE

Proposer shall include a two-year initial warranty on parts and materials, labor and incidentals. Proposer shall also include pricing for the City's option to purchase up to five additional years (years 3 thru 7) of extended on-site maintenance/software support, which will be applicable after the expiration of the initial warranty.

Parking Services will be the first line of maintenance to repair, replace or investigate concerns with the meters. If Parking Services is not able to correct the problem, the vendor shall provide on-site services within twenty-four (24) hours of being informed. Proposer shall include a copy of the standard maintenance agreement as a part of the RFP response. Such agreement shall be subject to City review, modification, and acceptance.

The City will consider the cost of extended maintenance as a part of the total cost of acquisition of the proposed system.

PART V – PROPOSAL EVALUATION CRITERIA

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

Ability to Meet Objectives

Understands the scope of the project	10%
Meets City's objectives and requirements of RFP	30%
Support /Services	10%

Experience

Experience, References	10%
Staffing qualifications	10%

COST

Meter and Warranty Costs	20%
Monthly Communication Charges	10%

TOTAL PERCENT AVAILABLE:	100%
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An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It will be a three-step process.

1. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), 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.

2. In step two, each finalist will be required to provide an oral presentation and live demonstration to include a working model of their proposed product on a date and time determined by the City. If necessary, the committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals.

3. In step three, in order to ensure the quality and functionality of the meters, Parking Services will require finalist to provide a fully functional meter based on functions selected by City staff for in-house and/or field evaluation for a period of four (4) weeks.

All costs associated with the oral presentations, in-house and field evaluation will be the sole responsibility of the Proposer. There will be a two-day in-house evaluation by administrative personnel. Following the in-house evaluation the meters will be installed in the field at locations selected by Parking Services for the remainder of the four week evaluation period.

After all evaluation requirements are met, the evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

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 additional oral presentations 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 evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

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 and open 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's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, 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 HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (10) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. 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 Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, 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 rate will be the same for the initial contract period.

PROPOSER NAME _____

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	35 EA (Estimated)	Purchase and Installation of Pay-and-Display Multi-space Receipt Dispensing Parking Meters including training and 12 sets of keys	\$_____/EA	\$_____
2.	17 EA (Estimated)	Purchase and Install of Pay-by-Space Multi-space Receipt Dispensing Parking Meters including training and 12 sets of keys	\$_____/EA	\$_____
3.	52 EA	Year 3 - Extended On-site Maintenance	\$_____/EA	\$_____
4.	52 EA	Year 4 - Extended On-site Maintenance	\$_____/EA	\$_____
5.	52 EA	Year 5 - Extended On-site Maintenance	\$_____/EA	\$_____
6.	52 EA	Year 6 - Extended On-site Maintenance	\$_____/EA	\$_____
7.	52 EA	Year 7 - Extended On-site Maintenance	\$_____/EA	\$_____
SUB TOTAL OF METERS & MAINTENANCE				\$_____
8.	52 EA	Monthly Communication Fees	\$_____/EA	\$_____
GRAND TOTAL				\$_____

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: Bid/Proposal Signature Page

Tab 2: Non-Collusion Statement

Tab 3: Proposal Pages – Cost Proposal

Tab 4: Letter of Interest / Cover Letter

Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP but should not exceed two (2) pages.

Tab 5: Professional Licenses and Certificates /Sample insurance certificate

Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possess.

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: Company Profile

Legal name, address, telephone number, faxes number, e-mail address, web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide hours of operation; Years in business; State whether the firm is local, regional, or national; Provide addresses and phone numbers for Headquarters and other relevant offices if applicable.

Tab 8: Joint Venture

If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties

Tab 9: Qualifications / Experience

Describe firm's experience, detail meter installation projects done within the previous three (3) years.

Tab 10: Staff - Give a complete list of the number of managers, supervisors, and other staff employed at the compound site from which services will be rendered. Identify the staff members who will provide the services, including staff from other than the local site, if necessary. Include their experience.

Tab 11: Technical Approach

Describe the services proposed by your firm and your implementation plan for this contract. This section must address the required services noted in this RFP, and how your firm plans to provide them.

Tab 12: Milestones, Deliverables and Proposed Benchmark Timetable

As part of the project approach, the firm shall propose a scheduling methodology for effectively managing and executing the work in the optimum time. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, diagnostic testing, training of designated personnel, and other phase related completion dates, in accordance with the RFP specifications.

Tab 13: Financial Documentation

Financial statements and annual reports of the corporation for the last two years, including the last two (2) most current years of audited financial statements. A copy of the firm's Dun & Bradstreet rating for the last two years should also be provided (if available). If a Dun & Bradstreet rating is not available please include relevant financial reports for the last two years (i.e., the firm's annual report and/or audit). If the proposer is deemed to be financially unstable by the City's Finance director or designee, the City may deem the proposal to be non-responsive.

Tab 14: References

A list of current and former major accounts along with contact persons name, email address and phone number(s). This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale.

Tab 15: Submittals (Include)

- (1). Respondent shall provide samples of reports along with their proposals. Respondent shall also include brochures and manufacturer's specifications for all requested items.
- (2). Provide installation drawings and specifications.

Tab 16: Warranties / Extended Maintenance And Software Support

Proposer shall state the initial equipment and software warranty. Also provide information for extended maintenance and support services that are available after expiration of the initial equipment and software warranties. Information shall include specific details on the type of coverage and all exclusions, if applicable. Proposer should submit information for on-site warranty services for the system proposed, in accordance with the RFP specifications. Respondent shall provide copy of standard maintenance form.

Tab 17: Detailed list of Offering

Provide a detailed list of all hardware, software, materials, components, and other incidentals that are included in your proposal price.

Tab 18: Proposal Pages – Specification Requirements Compliance**Tab 19: Any additional attachments to your proposal.**

**PART IX - PROPOSAL PAGES-
SPECIFICATION REQUIREMENTS COMPLIANCE**

Complies With Specification
Requirements

A. GENERAL

- 1. Does your system use Mobitex for communications Y ____ N ____
- 2. Respondent shall use a local distributor to provide support for initial installation, training, parts and warranty service. "Local" is defined as close enough to the City of Fort Lauderdale to provide twenty-four (24) hour responses to software and hardware requests. Travel shall be at no cost to the City. Y ____ N ____
- 3. Machines must remain fully functional in abnormal street conditions like excessive heat (Internal Operating Temperature of 0 °F to 140 °F), humidity, rain, hail, grime, vibrations, saltwater spray, etc. Y ____ N ____
- 4. All machines shall be constructed with new and unused, rugged materials and meet "Year 2012" compliance requirements. Y ____ N ____
- 5. Respondent explain preferably in a Visio Diagram, how its computer network processes the flow of magnetic stripe and microprocessor type smart card information from the pay stations to and from the bank or electronic financial transaction authorization network.

- 6. Respondent must agree to a ninety (90) day trial period Y ____ N ____

- 7. Respondent describe, in detail, all of the equipment you propose to provide and use.

7a. The respondent will be solely responsible for all cost of replacement parts including all associated shipment cost during the 90 day trial period

Y ____

N ____

8.

Respondent also describe in detail your plan for pay station auditing and reconciliation procedures that track electronic revenues from the pay station to the financial clearinghouse. The clearinghouse system must conform to International Standards Organization (ISO) standards for authorization messages. The ISO standards, as amended from time to time, are deemed as being incorporated by reference herein. All electronic processing must utilize an SSL gateway, be PCI compliant, provide at a minimum 128 data encryption, and conform to all Visa and MasterCard requirements. Indicate whether the meters will accept American Express cards and meet that issuer's requirements.

9. The vendor must have a toll free support number for troubleshooting both software and hardware including a contact number for after-hours troubleshooting).

Y ____

N ____

10. Any software and hardware backups needed shall be available within twenty-four (24) hours.

Y ____

N ____

11. For newly installed units, the Transportation and Mobility Department reserves the right to install the base and the local distributor will supply a fully operational pay station at the selected location. The Transportation and Mobility Department will take possession of new units at the point of installation.

Y ____

N ____

12. Machines must have the capability of being converted to pay-by-space. Describe time frame and any costs to the City.

Y ____

N ____

13. All meter customer access points (i.e. keyboards, payment slots, receipt area, etc) must meet ADA requirements

Y ____

N ____

B. BASIC SYSTEM REQUIREMENT

1. Systems must be capable of functioning as a single unit or operate in a networked environment with the application and database installed on a server and controlled using back office software. Y ____ N ____

2. The software shall facilitate the management of communications, rates, maintenance, collections and audit functions, which can be communicated by Parking Services to the meters, remotely, using a back office computer. Y ____ N ____

2a. If the answer to question 2 is "NO", explain in detail how permanent and temporary changes to management of communications, rates, maintenance, collections and audit functions will be handled, including the time frame for processing request made by Parking Services

Y ____ N ____

3. Machines must be able to run off solar with standard locally procured non-proprietary batteries. Y ____ N ____

3a. What type of and how many batteries are required for your product?

4. Machines must be able to convert from solar to A/C power Y ____ N ____

5. During power outages, all machines will operate in a stand-alone capacity and store accumulated data in memory. Y ____ N ____

6. A separate backup battery must be supplied to sustain the clock, calendar, audit information and RAM in the event of a main backup system failure or during battery replacement. Y ____ N ____

6a. How long will the meter be fully functional on battery backup?

7. **Machines shall have English, Spanish and Creole language options capable of being selected at the machines** Y ____ N ____

8. The Respondent shall explain in detail the ability of pay-by-space meters to provide information on paid and/or unpaid parking spaces in pay-by-space lots by obtaining a listing from the meter, a web-based program or other options that are compatible with current devices used for parking enforcement. This feature shall have the ability to be accessed separately from any other function that can be accessed in the field by technician personnel.

9. Machines have the ability to verify pay-by-cell transactions Y ____ N ____

10. Machines shall display specific 'out of order' conditions and should operate with the malfunctioning status, until serviced. Y ____ N ____

11. Machines shall have point-of-sale authorization but also have the ability to accept credit card transactions when communication is offline. While communication capability is offline the machines will securely store all credit card information and process the transactions immediately after communication has been restored. Y ____ N ____

12. Machine have the ability to enter a license plate number using a full "qwerty" keyboard as a payment option (pay by plate) Y ____ N ____

13. Machines will have the ability to offer discount and/or complimentary parking via a preprogrammed code that can be sent to an individual or group of meters from the back office computer Y ____ N ____

C. CUSTOMER OPERATION

1. The pay stations must operate with coins, bills, credit/debit/smart cards and pay-by-phone technology in a manner that allows customers to follow simple printed, digital and/or verbal instructions to complete the transaction quickly. Y ____ N ____

2. Instructions should tell the customer what to do first, and then lead them through the transaction in approximately 45 seconds. The last mandatory instruction for the pay-and-display machine shall be to advise the customer to display the receipt on the vehicle dashboard. Y ____ N ____

2a. Approx. how many seconds does your product take to perform this feature?

3. Does the meter accept 'contact less' credit cards and, if so, please describe the functionality and limitations of such payment option.

Y ____ N ____

4. Explain the capability of the pay station to accept a "PIN" number when using a "Debit" or "Credit" card, and if there is an additional configuration cost for this option, what that cost would be.

Y ____ N ____

5. Does the meter allow for notes return if transaction are cancelled

Y ____ N ____

6. Does the meter allow for coin return if transactions are cancelled

Y ____ N ____

7. If notes and/or coins are not able to be returned, will the meter provide a paid receipt for the amount of currency inserted into the meter

Y ____ N ____

D. CURRENCY ACCEPTED

1. Machines accept US currency in denominations of \$1, \$2, \$5, \$10, & \$20 bills, nickels, dimes, quarters, "SBA" and "Gold" dollar coins, magnetic striped credit cards with and without embedded Smart Card chips and the City of Fort Lauderdale Resident Beach Card. Respondents are responsible to ensure system compatibility with current single application EMV chip parking card. All machines must be capable of upgrades with US currency modifications.

Y ____ N ____

E. HOUSING AND PEDESTAL

1. Respondents shall state the specifications of the pedestals and housings, specifically including metal thickness, height, width and depth in inches and the weight in pounds of machines (with and without pedestals), tensile strength and gauge of metal. Respondents must provide a description of their product housing, including materials and thickness, and how the design secures the unit against attempted theft.

2. The Respondent shall provide all results of tests that have been performed to determine the durability of the cabinet, pedestal and any applicable finishes.

3. Provide installation drawings and specifications.

4. Describe how locks can be integrated into each unit in the cash box access doors and provide your separate price for this item if the City chooses to utilize this feature (for informational purposes only).

5. Describe how cash collections will be performed showing collection and mechanical access as separate areas and functions.

6. Confirm that the meters will meet the following environmental standards:

- 6a. Stainless Steel case Y ____ N ____
- 6b. Sealed to prevent internal moisture Y ____ N ____
- 6c. Silicone gaskets, if applicable, for solar panels Y ____ N ____
- 6d. All exposed and internal parts anti-corrosive Y ____ N ____
- 6e. Protective covering around exposed openings. Y ____ N ____

7. Confirm that bill, coin and card slots are protected from environmental elements (i.e. rain) from entering payment slots Y ____ N ____

8. Confirm that the entire meter mechanism shall be enclosed in a stainless steel, durable, weather resistant housing constructed of corrosion resistant non-brittle metal of such thickness as to resist tampering, graffiti or abuse. Y ____ N ____

9. Paint should be seal coated, high quality and weather resistant, and provide a tough, scratch-resistant and easily cleaned surface. Unit must also have a double zinc primer. Provide description of products to be used by Parking Services personnel for preventive maintenance for corrosion of housing units, and mounting anchors and bolts. Y ____ N ____

10. Machine apertures such as, but not limited to, the coin return, receipt dispenser and card reader must be designed and/or shielded to discourage vandalism, insertion of foreign material or other efforts to deliberately jam the unit.

Y ____ N ____

11. Aperture design should prevent damage from the insertion of any type of commercially available pyrotechnic device.

Y ____ N ____

12. Machines shall not allow any tampering with its internal functions, to prevent any time to be given in any manner, other than the insertion of a valid coin or card.

Y ____ N ____

13. When installed, Meters shall meet applicable ADA requirements. All coin and card aperture locations must be compatible with Americans with Disabilities Act (ADA) requirements - the centerline of controls shall be no more than 42 inches (1,065 mm) above the pedestrian access route.

Y ____ N ____

14. Internal humidity should be controlled utilizing a fan or other proven means.

Y ____ N ____

14a. What means does your product provide for internal humidity?

15. The Housing shall have a door alarm sensor set to activate when the front door is opened 1/8" or more.

Y ____ N ____

16. Housing includes high security multi-point locking bar. Housing locks shall be high security locks keyed with a proprietary combination developed exclusively for City of Fort Lauderdale Parking & Fleet Services. All locks shall be high security locks with anti-drill protection.

Y ____ N ____

17. Machine housing should have separate compartments for maintenance and collections. Separate keys shall be available to prevent maintenance personnel from accessing the collection area and vice versa.

Y ____ N ____

- 18. There shall be no access to the money in the cash box when the upper or lower housing is opened for maintenance or collection. Y ___ N ___
- 19. The vendor shall supply two (2) bill boxes and (2) coin boxes per unit. Y ___ N ___
- 20. The vendor will supply two (2) sets of access keys for each meter. Y ___ N ___

F. REVENUE COLLECTION CANISTERS

The following security measures, although not limited to, shall be included with each bill or coin box:

- 1. The collection boxes shall have a security locked keyed system separate from the Machine's other compartments. Y ___ N ___
- 2. The bill boxes shall be protected by a locking system only allowing access to the bills with the correct key. Y ___ N ___
- 3. The coin boxes shall be protected by a locking system only allowing access to the coins with the correct key. Y ___ N ___
- 4. The collection boxes shall have a handle for easy handling. Collection boxes shall be strong, lightweight and manageable. Y ___ N ___
- 5. A closed coin path shall direct coins to drop into a locked coin box. Y ___ N ___
- 6. The collector shall not have access to the coins in the coin box during the collection process. Y ___ N ___
- 7. The collector shall not have access to the bills in the bill box during the collection process. Y ___ N ___
- 8. Coin box should hold a minimum of \$600 worth of U.S. coins. Y ___ N ___
- 9. The bill boxes should have a maximum capacity of at least 1,000 bills. Y ___ N ___
- 10. Bill boxes must mechanically stack notes when accepted Y ___ N ___
- 11. The removal of the bill stacker shall trigger the recording of an audit report specific to the bill collection. Y ___ N ___
- 12. The removal of the coin box shall trigger the recording of an audit report specific to the coin collection. Y ___ N ___
- 13. Meter allows independent collections of either currency or coin, without requiring both to be collected simultaneously. Y ___ N ___

14. Give description of available colors and materials used, including Materials Safety Data Sheet (MSDS).

15. Resistance to corrosion. Y ____ N ____

G. DISPLAY

1. Respondents describe the capabilities of the display screen used in your pay station.

2. Respondents explain language choices available for display, must include but not limited to English, Spanish and French, and how language(s) are selected.

3. Pay station displays shall be backlit. Y ____ N ____

4. The unit must have a LED screen with high- resolution display, which is easy to read in various lighting conditions including bright sunlight. Y ____ N ____

5. The screen must be protected by a security cover, vandal resistant, weather proof and corrosion resistant. Y ____ N ____

6. The screen should be modular and easily unplugged and replaced with basic tools for easy services. Y ____ N ____

- 7. The display should be able to accommodate custom messages including color images, which can be programmed and transmitted to the meter remotely using back office software. Y ____ N ____
- 8. Messages should be updateable through the supplied back office software and downloadable to individual or multiple units via two-way communication. Y ____ N ____
- 9. Machine display should include time of day, increments of payment, amount entered and time purchased and an indication the time of day when the amount of time paid for will expire. Y ____ N ____
- 10. Machines should have the ability to be programmed from the back office computer to display message including graphics on an individual or group of machines. Y ____ N ____

10a. List the format of messages including graphics the machine will accept (i.e. jpeg, bitmap, etc)

H. ELECTRICAL AND ELECTRONIC COMPONENTS

- 1. The sub-assemblies of the meters shall be modular in construction to provide easy servicing through on-site plug-in replacement of parts. Y ____ N ____

- 2. Respondents shall explain how unit components are protected from moisture, dust, lightning, saltwater, adverse weather, and other factors that might cause an operational failure of a component or the Machine.

- 3. All assemblies shall be electronically grounded and compliant with local codes for electrical/electronic equipment. Y ___ N ___
- 4. All circuit boards and internal components are to be environmentally sealed, highly water-resistant and operate in conditions of over 95% humidity. Y ___ N ___
- 5. All assemblies shall be electronically grounded and compliant with local codes for electrical/electronic equipment. Y ___ N ___
- 6. All electronic connection plugs should be physically differentiated and must only fit one way. Y ___ N ___

I. Alarm

- 1. Should have a minimum of 100-decibel local, Vibration/Tilt/Tamper alarm installed, with an alarm to P/C, and automatic alarm paging capabilities. The sensitivity of the alarm must be adjustable and all alarms must be transmitting via the back office software, email and/or automatic phone notification Y ___ N ___
- 2. Respondents may describe other message capabilities that may be available on their product.

Machines shall be able to send alarm notifications via wireless for all of the following reasons, within 30 seconds of each occurrence:

- | | | | |
|-----|--|---------|---------|
| 3. | Cash box status | Y _____ | N _____ |
| 4. | Alarms (Vibration/Tilt) | Y _____ | N _____ |
| 5. | Attempted theft of Machine | Y _____ | N _____ |
| 6. | Machine out of order | Y _____ | N _____ |
| 7. | Open door | Y _____ | N _____ |
| 8. | Paper supply low | Y _____ | N _____ |
| 9. | Low battery | Y _____ | N _____ |
| 10. | Power failure | Y _____ | N _____ |
| 11. | Card reader out of order | Y _____ | N _____ |
| 12. | Coin chute jammed | Y _____ | N _____ |
| 13. | Machines must have built-in diagnostics software that records and stamps date and time of all operations events (warnings, machine failures, resets, low battery, maintenance functions, etc.) for reports to the communications center. | Y _____ | N _____ |

J. BILL ACCEPTOR

- | | | | |
|----|--|---------|---------|
| 1. | Machines shall accept any combination of the following denominations of currency: One, two, five, ten and twenty-dollar bills, as well as newly issued US Currency | Y _____ | N _____ |
| 2. | The bill denomination acceptance shall be programmable. | Y _____ | N _____ |
| 3. | The bill acceptor will be capable of accepting new versions of U.S. bills through simple software updates. | Y _____ | N _____ |
| 4. | It shall accept bills in any possible direction and be capable of recognizing counterfeit currency. | Y _____ | N _____ |
| 5. | Counterfeiting detections shall be updated as required at no cost to the City | Y _____ | N _____ |
| 6. | Currency accepted by the meter shall be stored in a locked mechanical stacker that is not accessible from the maintenance section of the meter. | Y _____ | N _____ |
| 7. | Machine will transmit to the server via wireless transmittal methods every time collection boxes are removed. | Y _____ | N _____ |
| 8. | The bill acceptor shall be easily removed for servicing or replacement. | Y _____ | N _____ |
| 9. | It must also transmit all audit information via wireless, as well. | Y _____ | N _____ |

- 10. The acceptor slot should have a plastic cover to prevent weather intrusion. Y ____ N ____

K. DEBIT/CREDIT CARD OPERATION

- 1. Respondents identify and itemize all supporting equipment to support in-house operation and maintenance of a credit/stored value card system.

Respondents must provide a card reader system:

- 2. That reads and accepts approved magnetic strip credit cards with and without embedded Smart Card chips Y ____ N ____
- 3. That accepts the City of Fort Lauderdale Resident Beach Card. Respondents is responsible to ensure system compatibility with current parking card system. Y ____ N ____
- 4. Individual Card numbers are printed on receipts when Resident Beach Card is used as option form payment Y ____ N ____
- 5. Credit card transaction data shall be authorized, real-time and sent to a remote server for processing as per Parking Services established communications media. Y ____ N ____
- 6. If operating in Off-line mode, transactions may be considered based on software capabilities to set purchase limits. Y ____ N ____
- 7. Respondent shall also identify the ability to prepare and load lists of credit cards that the machine will not accept (“**Black Lists**”) via City of Fort Lauderdale Parking Services established communications for use when the machine communications are off-line and the credit card transactions are being stored for later processing. Y ____ N ____

- 8. Respondents must provide the number of cards that can be "black listed", and number of cards Machine can store in memory.

of cards that can be 'Blacklisted' _____

of cards that can be stored in memory _____

L. CREDIT AND SMART CARD READER

- 1. If the card slot is jammed (inoperable), the machine should still accept coins/bills-forms of payment.
- 2. Unit card readers shall be equipped with SAM's capable of accepting multiple smart card schemes, such as MasterCard and Visa.
- 3. These programs will include the concept of cooperative use of cards among pay stations and single space meters in City of Fort Lauderdale.

Y ___ N ___

Y ___ N ___

Y ___ N ___

M. COIN ACCEPTOR

- 1. The coin acceptor shall be electronically operated and shall register no less than 98 % of valid coins.
- 2. Coin registration shall be locally programmable by City of Fort Lauderdale Parking Services personnel.
- 3. As each coin is inserted and passes through the coin acceptor, its value and time purchased is registered on the display. The machine shall then record the transaction and secure all coins in a locked coin compartment constructed of a rigid material and located in an area separate from the mechanical components of the meter.
- 4. Coin recognition shall include nickels, dimes, quarters, and dollar coins.
- 5. Rejected coins, foreign coins, slugs shall be immediately returned via the coin return outlet.
- 6. There shall be a prompt means to clear bent coins and counterfeit material that may jam the coin acceptor.

Y ___ N ___

- 7. Coin acceptor must have an anti-pull back mechanical feature in coin chute. Y ___ N ___

Machines shall contain:

- 8. An automatic coin shutter, which will open for coin insertion, but not for plastic, wood, cloth, and all non-metal objects. The coin slot shall have means to prevent insertion of foreign objects. Y ___ N ___
- 9. The coin mechanism should be able to reject foreign coins and slugs. Y ___ N ___
- 10. Machines shall be able to accept at least 4 different user defined coins through software parameter change only. Y ___ N ___
 Machines shall have a built-in feature that prevents coin and debit card transactions used for testing purposes from registering in the total revenue register. Y ___ N ___
- 11. All coins shall be accepted through a single slot. Y ___ N ___
- 12. Removal, replacement, or repair of the coin slot should take less than two minutes. Y ___ N ___
- 13. The coin slot must meet all ADA requirements. Y ___ N ___
- 14. If the coin slot is jammed (inoperable), the machine should still accept bills, credit or smart card forms of payment. Y ___ N ___

N. PRINTER AND RECEIPT PAPER

- 1. Meters must utilize thermal or non-thermal printers (no ribbons) with limited moving parts and with immediate access for cleaning the paper path. Y ___ N ___
- 2. The printer shall be easily removed for servicing. Y ___ N ___
- 3. Printer intensity should be adjustable. Y ___ N ___
- 4. The printer shall be non-proprietary and available at the City's discretion from an independent source. Y ___ N ___
- 5. Respondents must provide specifications of receipt paper Y ___ N ___

6. Receipt paper shall be a continuous single roll or stack of direct paper. Y ___ N ___

7. Receipts shall print within ten seconds and shall have a high degree of quality and legibility. They must remain legible after remaining inside a vehicle in direct sunlight and heat for 24 hours. Y ___ N ___

8. Respondents state the approximate number of customer transactions per roll or stack of receipt paper. _____

9. Receipts shall be available with custom printing/graphics as designated by the City. Y ___ N ___

10. Receipts shall display "RESIDENT" along with the card number when the City of Fort Lauderdale Resident Beach Cards is used Y ___ N ___

O. TRANSACTION STORAGE AND PROCESSING

1. All transactions shall be stored in a password protected secure database file format with authorized user import/export capability. The database must be either SQL server or Oracle. Y ___ N ___

2. With a minimum of 128 encryption, respondents shall state any methods of encryption or other security measures taken to meet the minimum of 128 encryption. PCI compliance is required and a certificate of compliance must be provided with RFP response.

3. Transactions shall be tracked and identified via sequentially numbered series. Y ___ N ___

4. Transactions, diagnostic data and security access exceptions shall be stored in separate and protected memory areas in nonvolatile memory. This data shall not be manipulated with system software. Y ___ N ___

- 5. System power loss shall not cause the loss of transaction history. Y ____ N ____
- 6. Respondents shall state the average number of transactions capable of being held in memory before overrun occurs. Y ____ N ____
- 7. Transaction history shall include individual, hourly, daily and monthly transactional history reports. Y ____ N ____
- 8. Provide the ability to automate the transfer of meter revenue data to an external system. Create a CSV file of revenue data, summarized by meter #, collection date and currency type (coins, bills, credit card, smart card, pay-by-phone, etc.). Y ____ N ____
- 9. The system shall utilize a minimum of three transaction-processing modes, on-line, networked, and off-line. Y ____ N ____
- 10. All transactions reports with the Resident Beach Card shall include the card number. Y ____ N ____

P. REAL-TIME CLOCK

- 1. The meters shall automatically adjust for daylight savings time according to Eastern Standard Time as of 2009. Y ____ N ____
- 2. The meters shall be equipped with a programmable time of day clock that is accurate to 30 seconds per month. Y ____ N ____
- 3. The clock shall operate continuously and shall also track the year, month, day, and day of the week. Y ____ N ____
- 4. The clock will remain operational during battery changes and power losses. Y ____ N ____

Q. POWER MANAGEMENT

1. Respondents shall state the following:
 - Meters primarily run on solar power and solar power is used to charge the battery.
 - Meters run primarily on solar power and the battery is the backup power source.
 - The solar powered machine must have the capability to complete at least two hundred (200) transactions per day without requirement to recharge the battery.

2. Respondents shall state battery configuration (type, size, voltage, location and number), normal battery field life and expected transactions when running on battery only.

Y ___ N ___

TYPE _____

SIZE _____

VOLTAGE _____

LOCATION _____

NUMBER _____

R. REPORTS

- | | | | |
|---|---|-------|-------|
| 1 | Desktop reports shall be available to system managers by form fill queries or simple queries. | Y ___ | N ___ |
| 2 | The reports software should provide report capability on all information gathered. | Y ___ | N ___ |
| <i>Report properties should be user definable. They should contain the following:</i> | | | |
| 3 | Cumulative totals of all cash and card transactions | Y ___ | N ___ |
| 4. | Type, date, time and type of all alarms | Y ___ | N ___ |
| 5. | Date and time of all maintenance transactions | Y ___ | N ___ |
| 6. | Maintenance activity by location number | Y ___ | N ___ |
| 7. | Maintenance activity and operational status | Y ___ | N ___ |
| 8. | Maintenance activity by type | Y ___ | N ___ |
| 9. | Date and time of collection | Y ___ | N ___ |
| 10. | Machine identification | Y ___ | N ___ |
| 11. | Machine location | Y ___ | N ___ |
| 12. | Sequential collection number | Y ___ | N ___ |

13.	Total amount of money in the collection	Y ___	N ___
14.	Total card usage	Y ___	N ___
15.	Total cash in bill container (real-time)	Y ___	N ___
16.	Total cash in coin container (real-time)	Y ___	N ___
17.	Revenue by location number	Y ___	N ___
18.	Revenue by collection area	Y ___	N ___
19.	Revenue by maintenance route	Y ___	N ___
20.	Total number of tickets issued	Y ___	N ___
21.	Total number, value, and type (credit card and/or stored value card) of card transactions.	Y ___	N ___
22.	User log on history and activities	Y ___	N ___
23.	Exception report for units not repaired	Y ___	N ___
24.	Operational status by unit	Y ___	N ___
25.	Daily collection report with location numbers and audit	Y ___	N ___
26.	Exception report for units not collected	Y ___	N ___
27.	Provide the ability to automate the transfer of meter revenue data to an external system. Create a CSV file of revenue data, summarized by meter #, collection date and currency type (coins, bills, credit card, pay by cell, etc.).	Y ___	N ___

S. COMMUNICATION/SYSTEM MANAGEMENT SOFTWARE (WIRELESS)

1. Respondents must describe, in detail, all of the equipment they propose to provide or use and the security measures employed to protect data access and integrity.

2. Respondents shall explain, in detail, how their wireless two-way communication system works, including technical (components, frequency, etc) and practical (On line, real time status) elements and identify all costs per multi-space meter to the City.

3. Respondents shall explain average time of repair and audit transactions, under normal operating conditions, for both wireless, two-way and hand held communication.

4. Machines transmits data real time. If not, how often is data transmitted Y ____ N ____

5. Wireless two-way communication must be operable in the City's garages Y ____ N ____

6. Machines shall be capable of wireless two-way communication to a remote communication center to transmit financial and activity reports and unit status. Y ____ N ____

7. The clearinghouse system must conform to International Standards Organization (ISO) standards for authorization messages. Y ____ N ____

8. Access to Transportation and Mobility Department data shall be secured, at a minimum, by password protection and shall include multi-level access control. Y ____ N ____

9. The software must supply reports for revenue, maintenance, and/or space usage. Y ____ N ____

Information that must be transmitted includes, but is not limited to:

10. Cash box status (lower limit warning when coins reach a programmable amount and an upper limit warning when the Machine shuts down) Y ____ N ____

11. Alarms (attempted theft of Machines, Machine out of order, door open, out of paper, etc.) Y ____ N ____

- 12. Management data consisting of purchase of time (occupancy), time bought intervals (duration), type of transactions (coin and card with amounts paid) etc. Y ____ N ____

- Machines shall:
- 13. It shall record and store the number of valid coin, bill and card transactions and shall be accurate to 98% of actual deposits. Y ____ N ____
- 14. Transmit data to remote communication center cash box status management data (occupancy, duration, etc.) Y ____ N ____
- 15. Make multiple attempts if reception of the transmission is not confirmed by the communications center Y ____ N ____

- The communication center shall:
- 16. Make multiple attempts if card payment does not clear Y ____ N ____
- 17. Transmit expired/invalid card lists to units via two-way communication Y ____ N ____
- 18. The software will facilitate the management of communications, rates, maintenance, collections and audit functions. Y ____ N ____
- 19. Group units for common messaging Y ____ N ____
 - assign Machines to predetermined groupings Y ____ N ____
 - parades and other community events Y ____ N ____

T. SYSTEM MANAGEMENT SOFTWARE

1. **State all Methods of Encryption and other software security features.**

2. All credit card reports, from the back office software, should balance to the clearing house transaction reports daily Y ____ N ____

- 3. Machines are fully programmable. Field programming is to be accomplished by City of Fort Lauderdale Parking Services Department staff, using any of the following for all parameter changes:
 - Wireless two way transmission Y ___ N ___
 - Hand held, and laptop using Infrared, RF, or Bluetooth protocol Y ___ N ___

- 4. The System management software shall be configurable in a single-station and/or networked fashion. Y ___ N ___

- 5. It should be intuitive, convenient, and easy to use. Y ___ N ___

- 6. Data stored in the software package shall be designed to allow for the easy import and export of all necessary data to fully integrate the system into other data base systems. Y ___ N ___

- 7. These and all features of the software must be password controlled with access levels assigned by City of Fort Lauderdale Parking Services designated System Administrator. Y ___ N ___

The System Host/Desktop Management Software should:

- 8. Allow user to select options at the end of a rate period to include: allow/not allow purchase of time exceeding the shift/rate maximum, allow/not allow purchase of time elapsed at the end of a rate/shift period, allow/not allow user to purchase time through a specified shift down time at no charge, allow/not allow purchase of time through a closed day at no charge. Y ___ N ___

- 9. Allow the user to select the rate for each individual day and have the ability to designate a day closed, or “free parking” day. Y ___ N ___

- 10. Allow user to configure a secondary daily rate structure to be activated by a specified day. Y ___ N ___

- 11. Allow time to be purchased at a minimum of 15-minute blocks or by the minute. Y ___ N ___

- 12. Include at least 6 rate tables for editing. Y ___ N ___

- | | | | |
|-----|--|---------|---------|
| 13. | Include a minimum of 3 shifts per rate table. | Y _____ | N _____ |
| 14. | Rate tables allow user to select from the following options; select the time of day that each individual shift will begin, set the maximum amount of money that will be accepted in a given shift, set the expire time of a given shift, allow the purchase of multiple days, allow multiple day purchases to be either 24 hours from purchase date or 24 hours from expired time of a shift, allow for a period of time during a shift that the system will shut down, able to set a per minute rate, able to select the number of 15 minute blocks per hour and the rate to be charged for the 15 minute blocks, and is able to automatically print a receipt. The rate table must be capable of being adjusted remotely using the back office software. | | |
| | | Y _____ | N _____ |
| 15. | Allow rates to be edited by the hour. | Y _____ | N _____ |
| 16. | Allow a minimum time purchase to be set. | Y _____ | N _____ |
| 17. | Configure length of time the audible alarm will sound. | Y _____ | N _____ |
| 18. | Set the start of a day. | Y _____ | N _____ |
| 19. | Allows for an option to print/not print receipts. | Y _____ | N _____ |
| 20. | Set a maximum number of tickets to be sold in a day. | Y _____ | N _____ |
| 21. | Set an amount that no bills above that amount will be accepted. | Y _____ | N _____ |
| 22. | Set the maximum amount of money that will be accepted. | Y _____ | N _____ |
| 23. | Select what to do during a printer error. | Y _____ | N _____ |
| 24. | Set/modify credit card parameters to include: Enable/not enable credit cards, accept/not accept American Express, MasterCard and Visa, accept/not accept a credit card when off-line, set minimum/maximum credit amounts and set a default amount. | Y _____ | N _____ |
| 25. | Accommodate a minimum of 50 spaces per machine. | Y _____ | N _____ |
| 26. | Vary rates by stall range. | Y _____ | N _____ |
| 27. | Set an expiration window to show expired/going to expire stalls, on enforcement reports. | Y _____ | N _____ |
| 28. | Set an enforcement access code. | Y _____ | N _____ |
| 29. | Set an inactivity time-out for the backlight/overhead light. | Y _____ | N _____ |
| 30. | Modify the printed receipts. | Y _____ | N _____ |
| 31. | Set an "out of service" phone number. | Y _____ | N _____ |
| 32. | Preset charge for special rates, which can be remotely updated by using the back office software. | Y _____ | N _____ |
| 33. | Does not allow for user manipulation of audit historical data without an audit trail of manipulation. | Y _____ | N _____ |
| 34. | All remote programming must be allowed using standard communication protocol. | Y _____ | N _____ |

- 35. Machines must have built-in diagnostic software that records dates and “time stamps” all operations events (unit failures, resets, low battery, etc) for reports to the command center. Y ____ N ____
- 36. Upon cycling through the diagnostic mode, Machines shall be able to update the display status; display appropriate messages, and send diagnostic reports to the communication center. Y ____ N ____
- 37. Self-diagnostic mode should be interrupted if a higher priority task is queued (a customer at the unit paying for parking has the highest priority). Self-diagnostic results can optionally be sent to the communication center. Y ____ N ____
- 38. The system will report the status of each machine to a central server indicating status and alarm conditions (maintenance needs and out-of-order conditions). The communications system shall also provide real-time notification of collections, maintenance, alarms, revenues, and individual patron transactions to the Parking Services Department. Y ____ N ____
- 39. The Parking Services Department shall be able to modify rates and hours of operation via the communication software and upload this new configuration to individual meters or any combination of networked meters. Y ____ N ____

The system communications software should:

- 40. Be PCI compliant for transmission for Credit Card data and password protected. Y ____ N ____
- 41. Communications software includes the following options, dial modem, hang-up modem, and wait for call, receive/send audit commands and lot functions. Y ____ N ____
- 42. Accesses to vital communications areas are password protected. Y ____ N ____
- 43. All system phone numbers are held in a phone directory for ease of accessing phone numbers. Y ____ N ____
- 44. Has the ability to hang up the modem via the communications software. Y ____ N ____
- 45. Able to set software to a wait incoming calls from a remote site. Y ____ N ____
- 46. Able to process all transactions, and backup, exception log, diagnostics. Y ____ N ____

- 47. Records security information to include: - Door open/door closed, "Cash container in", "cash container out". Date, time and machine number is recorded with each entry. Y ___ N ___
- 48. Maintain a log of all transactional events. The log information includes: Individual purchases, receipt numbers generated, power outages, system restarts. Y ___ N ___
- 49. Communications software is able to receive processor configuration tables. Y ___ N ___
- 50. Communications software is able to set and send configuration tables and diagnostic levels. Y ___ N ___
- 51. Communications software is able to send a bad credit card file to update credit cards that are to be rejected. Y ___ N ___
- 52. Communications software is able to set the date and time. Y ___ N ___
- 53. Communications software is able to add time to a selected stall. Y ___ N ___
- 54. Communications software is able to check the status of a selected stall. Y ___ N ___
- 55. Communications software is able to view network status and indicate which terminals are currently on-line or off-line. Y ___ N ___
- 56. Communications software is able to remotely monitor the following areas, status, cash box, audit, power, and version. Y ___ N ___
- 57. Communications software is able to view the current audit totals and current grand totals to include: cash, credit, cash card and overpayment. Y ___ N ___

58. Communications software is able to view the current status of the following items:
- a. Bill Acceptor: "disabled", "jammed"/ "not jammed"
 - b. Bill Stacker: "full"/ "not full"
 - c. Coin Acceptor: "enabled"/"disabled" and "jammed"/"not jammed"
 - d. Card Reader: "present"/:"not present"
 - e. Cash Container: "installed"/"not installed"
 - f. Door: "open"/"closed" (maintenance and Collection)
 - g. Lock: "open"/"closed" " (maintenance and Collection)
 - h. Power status
 - i. Alarms
59. Communications software is able to alert users to alarms via email, and back office software.

Y ____ N ____
 Y ____ N ____

U. PRICE LIST/COMPONENTS

1. Respondents shall provide to the City of Fort Lauderdale Parking Services a schedule of individual component pricing, including a pricing discount on all maintenance and repair materials, parts and supplies, and a residual value on modular components returned for repair or remanufacture. This pricing is for all additional parts and components for future repairs, etc.– not components required for initial product offered, and is to be submitted for informational purposes on – will not be factored into award criteria cost considerations.

2. Respondents shall include the cost of training calculated into the cost of the first meter. The cost shall not be included in the cost of the second and all subsequent meters purchased. Y ____ N ____
3. Respondents shall supply pricing for the purchase a single meter to include all parts and installation. Y ____ N ____
4. Respondents shall include to the cost of ten (10) complete sets of keys for accessing meter maintenance and collections compartments. The cost shall be included in the cost of the first meter. The cost shall not be included in the cost of the second and all subsequent meters purchased. Y ____ N ____

Respondents shall provide availability and pricing for additional parts and components 3 years after the end of the warranty period.

Y ___ N ___

5. Provide pricing of meter parts and components.

Y ___ N ___

6. Machines shall have internal components designed as interchangeable modular parts.

Y ___ N ___

7. Respondents shall explain what tools, if any, are needed to replace modular components.

Y ___ N ___

8. All replacement components shall be readily available from a local distributor. In the event that the local distributor is temporarily out of any component, additional components shall be available within twenty-four (24) hours.

Y ___ N ___

9. Provide pricing, if any, for initial and annual maintenance and/or licensing of back office software.

10. a. Estimate costs to design, install, support and maintain a wireless infrastructure, if appropriate.
b. Identify who will provide local support of the wireless infrastructure. What is the longest time to recover from network or hardware damage due to severe weather?

Y ___ N ___

V. MAINTENANCE

1. Machines shall be constructed so that individual components can be easily removed and sub-assemblies be changed without major dismantling.

Y ___ N ___

2. Respondent shall provide training on the procedures of changing and replacing of sub-assemblies.

Y ___ N ___

3. Describe procedures of changing and replacing of sub-assemblies. Training that your company will provide at no additional charge:

4. Provide electronic copies of recommended maintenance procedures and supplies

Y ___ N ___

5. Respondent shall provide full training of software application and usage to City of Fort Lauderdale Parking Services maintenance staff.

Y ___ N ___

6. Modules shall be replaced with minimum use of tools.

Y ___ N ___

7. Describe software application and usage training that your company will provide at no additional charge:

8. City personnel will perform all routine and daily maintenance on these machines. All product pricing will be based on that requirement.

Y ___ N ___

W. DELIVERY AND INSTALLATION

- 1. Packaging and shipment shall be the responsibility of the manufacturer.

Proposals shall include freight and be FOB destination.

In the event that the delivery and/or installation of units are not completed according to City of Fort Lauderdale Parking Services specifications – and agreed upon schedule, City of Fort Lauderdale Parking Services will impose liquidated damages in the amount of Five Hundred dollars (\$500) per unit per day. These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

Y_____

N_____

- 2. Delivery shall be made to a designated address, as designated by the City within sixty (60) calendar days following execution of the contract. The delivery and installation dates may not be simultaneous.

Y_____

N_____

- 3. The successful Respondent shall complete installation within fifteen (15) days following delivery of the units or as specified by the City of Fort Lauderdale Parking Services.

Y_____

N_____

- 4. Respondents shall include a description of any pre-installation and/or installation work to be completed by City of Fort Lauderdale Parking Services.

X. SYSTEM IMPLEMENTATION

- 1. The system shall include all hardware and software required for communicating with, programming or monitoring any of the supplied units. It is the Respondent's responsibility to incorporate all of the above and to establish the communications between the units and the communications center.

Y _____ N _____

- 2. The wireless two-way communication system may be provided directly by the vendor or in partnership with a wireless system vendor. Respondents shall explain how the entire system will be deployed and who is responsible for maintaining the various components.

Y. TRAINING

- 1. The successful Respondent shall provide, at no additional charge, a minimum of eighty (80) hours of training at a designated City of Fort Lauderdale Parking Services facility for each City employee to develop expertise in the operation, maintenance and repair of their product, including, but not limited to:

- Installation
- Operation
- Maintenance
- Troubleshooting repairs
- Operations-programming, inventory
- Collections

Y _____ N _____

2. Respondents shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. The schedule shall include periodic refresher training (continuing education) including, but not limited to, emphasis on particular areas of the City of Fort Lauderdale Parking & Fleet Services' choice and upgrades of software and/or hardware. All operating manuals that support installation, maintenance and user information complete with wiring diagrams and specifications shall be in English.

This must be provided at no additional charge.

Z, Warranty

1. Respondents must guarantee, for a period of two (2) years from the date of installation, to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost to the City of Fort Lauderdale Transportation and Mobility Department. Respondent shall also be solely responsible for the cost of shipping and return shipping of warranty parts during the two (2) year warranty period. Respondents shall also provide the City of Fort Lauderdale Transportation and Mobility Department free of charge with any new software releases for a period of two (2) years.

Y ____ N ____

2. The local distributor shall maintain an adequate supply of replacement components (e.g. cutters, card readers, etc) on site at the City of Fort Lauderdale Parking Services meter shop. Payment and warranty provisions for replacement components shall apply from the date of installation of the module.

Y ____ N ____

3. The warranty period for all installed meters in each phase of purchase will begin on the last date after the City via written acceptance has accepted the last meter.

Y ____ N ____

4. The City of Fort Lauderdale Transportation and Mobility Department shall have the option of extending the warranty period within 90 days before the end of the existing warranty period. The Respondent will provide quote for the extended warranty.

Y ____ N ____

- 5. The Respondent will provide quote for the extended warranty detailing the cost per meter, period of coverage and what will be covered under the warranty Y _____ N _____

AA. VARIANCES TO TECHNICAL SPECIFICATIONS LISTED ABOVE

Items not included in your proposal – Discuss / explain any requirements of the RFP that are not included in your proposal. – All items that you indicated ‘N_____’ are to be explained here (To be indexed and submitted in the order listed)

Other Standards Used - List in detail, any additional standards and/or practices that you consider worthy of consideration by the Evaluation Committee in evaluating your proposal. Indicated any additional features that your product has that may not be indicated above, or any additional enhancements to requirements we may have listed above (To be indexed and submitted in the order listed)

**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 Division. 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 45 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 descent 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.

1.10 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.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-801387578C-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 Division immediately. Such notification must be received by the Procurement Services Division 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/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 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 DIVISION (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 Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED 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 Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 524-10918
Multi-Space Parking Meters

ISSUED March 12, 2012

This addendum is being issued to make the following changes:

1. Part IX, Section E.13, last sentence shall now read "...the centerline of controls shall be no more than 48 inches (1219.2 mm) above the pedestrian access route.
2. Part IX, Section E.20, shall now read, "The vendor will supply twelve sets of access keys".
3. Part IX, Section U.2 and U.4 have been stricken from the document.
4. Part VII – Proposal Pages- Cost Proposal has been revised. Proposers **MUST** use the revised page in their submittal.
5. Sample of coupon has been uploaded for review purposes only.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Procurement Services Division

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

PART VII - PROPOSAL PAGES – COST PROPOSAL - REVISED

Cost to the City: Contractor must quote firm, fixed, 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 rate will be the same for the initial contract period.

PROPOSER NAME _____

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	35 EA (Estimated)	Purchase and Installation of Pay-and-Display Multi-space Receipt Dispensing Parking Meters	\$ _____/EA	\$ _____
2.	17 EA (Estimated)	Purchase and Installation of Pay-by-Space Multi-space Receipt Dispensing Parking Meters	\$ _____/EA	\$ _____
3.	52 EA	Year 3 – Optional Extended On-site Maintenance/Software Support	\$ _____/EA	\$ _____
4.	52 EA	Year 4 – Optional Extended On-site Maintenance/Software Support	\$ _____/EA	\$ _____
5.	52 EA	Year 5 – Optional Extended On-site Maintenance/Software Support	\$ _____/EA	\$ _____
6.	52 EA	Year 6 – Optional Extended On-site Maintenance/Software Support	\$ _____/EA	\$ _____
7.	52 EA	Year 7 – Optional Extended On-site Maintenance/Software Support	\$ _____/EA	\$ _____

SUB TOTAL OF METERS & MAINTENANCE \$ _____

10. 52 EA Monthly Communication Fees (price per meter per month)
 \$ _____/EA X 52 meters = \$ _____ X 12 months = \$ _____ annually

GRAND TOTAL \$ _____

Happy Holidays from The City of Fort Lauderdale

Use Coupon Number Below At Any Pay Station
On Las Olas Blvd. for 1 Hour of FREE Parking



931272



One per Customer - Valid Dec '10 - Jan '11

Question and Answers for Bid #524-10918 - Multi-Space Parking Meters

OVERALL BID QUESTIONS

Question 1

Please clarify what the City means by "sample reports" on page 17 of the RFP PDF.

(1). Respondent shall provide samples of reports along with their proposals. (Submitted: Mar 5, 2012 11:20:06 AM EST)

Answer

- Reports showing the various types of information that we can query, relating to transactions, meter revenue, meter malfunction report etc.

Example: A report for transaction information

Transactions from 1/1/2012 thru 1/31/12 showing the date, amount of each transaction, payment type, and location of payment. (Answered: Mar 5, 2012 11:20:47 AM EST)

Question 2

In Section E of the Spec Requirements, #13 states: When installed, Meters shall meet applicable ADA requirements. All coin and card aperture locations must be compatible with Americans with Disabilities Act (ADA) requirements & the centerline of controls shall be no more than 42 inches (1,065 mm) above the pedestrian access route.

The question is: We believe the ADA requirements are 48 inches. Please clarify. (Submitted: Mar 5, 2012 1:16:30 PM EST)

Answer

- The correct ADA requirements are 48 inches. (Answered: Mar 5, 2012 3:44:04 PM EST)

Question 3

Re: Part VII, Proposal Pages & Cost Proposal page, the description for line Item 1 & 2 states 12 sets of keys. However in Section U, Price List/Components Number 4, it states Respondents shall include to the cost of ten (10) complete sets of keys. please clarify number of sets of keys required. (Submitted: Mar 5, 2012 1:19:04 PM EST)

Answer

- Twelve (12) sets of keys. (Answered: Mar 5, 2012 3:44:04 PM EST)

Question 4

Part IX - Specification Requirements, Section E, Item #13 refers to ADA requirements relating to reach range. Will the city accept ADA requirements as detailed in the Florida Building Code Section 11-4.34 for reach ranges?

(Submitted: Mar 5, 2012 3:05:43 PM EST)

Answer

- The ADA accessibility requirement for parking meters is 48 inches. (Answered: Mar 5, 2012 3:44:04 PM EST)

Question 5

Can you clarify if the resident beach card is proprietary to the existing Parkeon units and if the Parkeon units accept the current smart card (PXT Payments)? (Submitted: Mar 5, 2012 3:32:21 PM EST)

Answer

- The current resident beach card currently used in Parkeon meters was developed by Parkeon and only works in Parkeon meters in designated locations. The Parcsmart card option was set up to work in our single space meters and selected Digital multi-space meters in our downtown area. The Parcsmart is no longer used in the City of Fort Lauderdale.

(Answered: Mar 6, 2012 8:10:55 AM EST)

Question 6

Would The City possibly entertain a different card to replace the Resident Beach Card that could potentially be used in all of the existing pay stations? (Submitted: Mar 5, 2012 3:35:03 PM EST)

Answer

- Although a universal card sound interesting, we are not looking to pursue that option at this time. (Answered: Mar 6, 2012 8:10:55 AM EST)

Question 7

In Part VIII-Proposal Pages, Tab 7: Company Profile: it is written "State whether the firm is local, regional, or national." What does this mean? (Submitted: Mar 6, 2012 2:15:06 PM EST)

Answer

- Your company's location in relation to Fort Lauderdale, Florida (Answered: Mar 6, 2012 3:54:18 PM EST)

Question 8

Can you clarify where the machines will be located, i.e., on street, in parking lots, a combination of both, etc.?

(Submitted: Mar 6, 2012 2:55:11 PM EST)

Answer

- The meter locations will vary. Locations can be lots, on-street or garages. (Answered: Mar 6, 2012 3:54:18 PM EST)

Question 9

Can you clarify the specifications of the resident beach card -- is it proprietary to Parkeon? Is it a mag-stripe card and if so, will the track 2 data be made available? Is it a Smart Card and if so, will the Smart Card specifications be made available? (Submitted: Mar 6, 2012 2:57:44 PM EST)

Answer

- The card is not a mag-stripe card. The card is a smart card. The vendor awarded the contract will receive the

specifications relating to the Resident Beach Card option. (Answered: Mar 6, 2012 4:29:53 PM EST)

Question 10

1. Service Test Period: How many units are involved in the 90 day testing period? (Submitted: Mar 6, 2012 5:18:38 PM EST)

Answer

- Two units (Answered: Mar 7, 2012 9:16:45 AM EST)

Question 11

2. General Conditions RFP form, G-107, Rev. 12/11, (GC) ¿ How can we obtain a copy of these conditions? (Submitted: Mar 6, 2012 5:19:11 PM EST)

Answer

- General Terms and Conditions are included as part of the RFP document, pages 54 thru 60. (Answered: Mar 7, 2012 7:44:35 AM EST)

Question 12

In the General A section of the Specification Requirements, item #4 states "All machines shall be constructed with new and unused, rugged materials and meet "Year 2012" compliance requirements. The question is: what are Year 2012 compliance requirements? (Submitted: Mar 6, 2012 7:44:49 PM EST)

Answer

- The compliance requirements refer to being PCI compliant according to the latest version of the PCI standard documents. you can find the documents at: www.pcicomplianceguide.org (Answered: Mar 7, 2012 9:16:45 AM EST)

Question 13

Some of the specifications seem to be written around one particular vendor. Will exceptions be made in section F #9, section G #4 and section E #6 & #8. (Submitted: Mar 7, 2012 11:25:37 AM EST)

Answer

- F#9: other options will be considered

G#4: LED screen is required

G#7: other options will be considered

E#6 & E8: environmental standards must be met (Answered: Mar 9, 2012 3:40:55 PM EST)

Question 14

The Beach Card that is described in the bid was developed by Parkeon but is a requirement for the new meter. How will other manufacturers be able to accept this vendor specific card? (Submitted: Mar 7, 2012 11:27:53 AM EST)

Answer

- The detailed specifications for the Resident Card will be given to the vendor selected. For RFP purposes each responding vendor must acknowledge that the meters are capable of accepting a smart card and whether a mag strip or a chip is available (for future purposes). (Answered: Mar 9, 2012 3:40:55 PM EST)

Question 15

What is meant in section B item 13? Can you describe a real life scenario where the City will use this function so that we have a better understanding of the end result of the City? (Submitted: Mar 7, 2012 11:29:04 AM EST)

Answer

- Example: During the start of the Christmas season (Dec 1 thru Dec 31), Parking Services will give business owners in the community coupons with a specific numbered code printed on the coupon, to hand out to their customers that they can use at a meter and receive a paid receipt good for 1 hour of parking by entering the code. A sample coupon will be uploaded as part of this RFP. (Answered: Mar 9, 2012 3:40:55 PM EST)

Question 16

Section U numbers 2,3, and 4 does not match what is being asked on the price page. Can the City clarify the difference? The price page in line one shows estimated 35 units including training and 12 sets of keys. The second column is a space for unit pricing for one unit including these items and the third column is the total price for all units. In section U item 2 for example, the bid asks to include the cost of training in the first meter but no in the second and subsequent meters? Pricing for annual maintenance. What does this include? Parts and Labor? back office pricing? Can the City clarify the differences between section U and the way the pricing form is presented? (Submitted: Mar 7, 2012 11:34:06 AM EST)

Answer

- The pricing page will be modified to include a cost for training and a cost for 12 sets of keys. Refer to upcoming addendum. (Answered: Mar 9, 2012 3:40:55 PM EST)

- Previous response is incorrect. Section U.2 and U.4 have been removed from the document. Training and 12 sets of keys will be required at no additional charge as stated elsewhere in the RFP. (Answered: Mar 12, 2012 11:10:32 AM EDT)

Question 17

On the Bid/Proposal Signature Page, the delivery section refers to the amount of days in section 1.02 of General Conditions. However, no number of days is stated there. Which number should be in this blank? (Submitted: Mar 7, 2012 3:50:35 PM EST)

Answer

- In this space, the bidder shall provide the number of days required after receipt of purchase order for delivery of meters to the City. (Answered: Mar 7, 2012 3:54:10 PM EST)

Question 18

Re: General Conditions, Part 1, item 1.02 - Delivery: you want the bidder to provide the number of days required after receipt of purchase orders for delivery of meters to the City. How many meters are you referring to? 52 meters or 24

meters in the first year? (Submitted: Mar 7, 2012 4:22:03 PM EST)

Answer

- Delivery must be in compliance with Part IX, Proposal Pages, Section W of the RFP. 52 meters will be purchased within the initial two-year contract period. The number of meters purchased during the first year, may or may not be 24. See Part IV Technical Specifications/Scope of Service, Paragraph 2. (Answered: Mar 9, 2012 3:40:55 PM EST)