

# **Request for Proposal**

**552-9101**

## **3-YEAR CONTRACT FOR CREDIT CARD PROCESSING SERVICES**

**Opens: OCTOBER 05, 2004  
2:00 p.m.**



**City of Fort Lauderdale**

**Issued for FINANCE DEPARTMENT/TREASURY DIVISION  
By the Procurement & Materials Management Division**

**Linda R. Wilson, C.P.M., CPPB  
(954) 828-5146**

**E-mail:** [lwilson@fortlauderdale.gov](mailto:lwilson@fortlauderdale.gov)

**Visit us on the web at [www.fortlauderdale.gov/purchasing](http://www.fortlauderdale.gov/purchasing)**

**(954) 828-5140**

**TABLE OF CONTENTS**

<b>PART I - INTRODUCTION</b>	<b>3</b>
<b>PART II - RFP SCHEDULE</b>	<b>5</b>
<b>PART III - SPECIAL CONDITIONS</b>	<b>6</b>
<b>PART IV - SCOPE OF SERVICES</b>	<b>10</b>
<b>PART V - EVALUATION AND AWARD</b>	<b>13</b>
<b>PART VI - REQUIREMENTS OF THE PROPOSAL INSTRUCTIONS TO PROPOSERS</b>	<b>14</b>
<b>- PROPOSAL SIGNATURE/SUMMARY PAGES</b>	<b>15</b>
<b>- EXHIBIT "A" - GENERAL CONDITIONS, Form G-107 Rev 7/01</b>	
<b>- ATTACHMENT "A" - Credit Card Statistics, Excel spreadsheet</b>	
<b>- ATTACHMENT "A.1" - Credit Card Pricing Spreadsheet - TO BE COMPLETED AND RETURNED BY PROPOSERS BOTH IN HARD COPY AND ON A DISK.</b>	

**PART I: INFORMATION/INTRODUCTION:**

**1. PURPOSE:** The City of Fort Lauderdale is seeking proposals from qualified vendors with the intent of entering into a contract for a Credit Card Merchant Account Provider, in accordance with the Request for Proposal (RFP).

**2. ADDITIONAL INFORMATION:** For additional information concerning the technical specifications contained in this RFP contact Finance Director, Terry Sharp, at (954) 828-5165 or Elise Hogan, Accountant II, at (954) 828-6363. For information concerning the RFP response procedures contact Procurement Manager, Kirk Buffington, at (954) 828-5145. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or ITB procedures will only be transmitted by written addendum.

**3. LAST DATE FOR QUESTIONS:** Any questions Proposers wish to be addressed and which might require addendum must be submitted in writing to the City's Purchasing Division. The City shall accept written **questions of a material nature until the date and time shown in the RFP schedule**. All questions will be reviewed and an Addendum issued, if applicable, to all proposers who have been issued a copy of the RFP. To expedite receipt and response to these questions, **Proposers are requested to fax them to the Procurement Manager, Kirk Buffington, Purchasing Division, (954) 828-5576, or e-mail to [kbuffington@fortlauderdale.gov](mailto:kbuffington@fortlauderdale.gov)**

All inquiries shall include the RFP number, and specify RFP Section number, page and paragraph reference for each question. It is anticipated that an addendum, if needed, will be issued within 2 days of the Last Date for Receipt of Questions.

**4. ELIGIBILITY:** In order to meet eligibility requirements for responding to this RFP, Proposers shall provide the City with credentials supporting their prior experience and expertise for the services requested, in accordance with the RFP specifications.

**Such credentials shall include, but not necessarily be limited to:**

1. A list of client references
2. Capabilities and Menu of Services
3. Rate and Fee Schedules
4. Number of years providing such services
5. Compliance with Licensing and Bonding
6. Reporting
7. SAS 70 Report

The City reserves the right to inspect Proposer's facility, and contact client references in making a determination of Proposer's ability and capacity to perform the requirements of the RFP.

**5. CONTRACT PERIOD:** The initial contract period shall be for three (3) years. The City reserves the right to extend the contract for up to three (3) additional one (1) year periods, providing both parties agree to the extension, all terms, conditions and specifications remain the same, and such extension is approved by the City.

It is anticipated that the new contract shall commence on our about **01/01/05**.

**6. PRICING & COST ADJUSTMENTS:** **The prices offered and accepted must remain firm for the initial three (3) year contract term.** The City desires a longer term fixed fee/pricing for these benefits and will take longer form fixed pricing into consideration it its evaluation and award. Costs for any subsequent extensions are subject to an adjustment only if an increase occurs throughout the local industry. Unless very unusual and significant changes have occurred in the industry, **such increases shall not exceed 5%**

per contract extension or, the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Department of Labor, whichever is less.

Any such increase must be documented and submitted in writing to the City at least one hundred and twenty (120) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented or are excessive and the matter can not be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

**7. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the City's Risk Management Department, the City may require similar work for other City departments. Contractor agrees to take on perform such services as may be required under the same contract provisions, unless such work would not be considered reasonable or become an undue burden to the Contractor.

**8. SUBCONTRACTING:** If the Proposer intends to use a sub-contractor to provide any part of the services contained in the RFP, a listing of sub-contractors, and the portion of the contract they will perform must be specifically detailed in the proposal response. Sub-contractor(s) shall be responsible to confirm to the same requirements of the specifications as bind the Contractor. Sub-contractor cannot be changed after acceptance of the proposal, except with the written permission of the City Manager, or designee. The use of a sub-contractor shall not relieve the Contractor from the prime responsibility of full and complete, satisfactory and acceptable performance under the awarded Contract. In the event subcontracting is permitted, the Proposer shall include all details regarding any sub-contractor in the RFP response, including credentials to support the experience and ability of the sub-contractor to perform the services outlined within the RFP specifications. The City reserves the right to accept or reject any proposed sub-contractor who does not meet the RFP requirements. If during the Contract term any subsequent subcontractor candidate shall be proposed, the sub-contractor candidate shall be promptly reported to the City with enough detail to allow the City to properly review the proposed candidate. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

**9. INDEPENDENT CONTRACTOR:** The Contractor, including its employees, and any sub-contractor(s) are considered an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**PART II: RFP SCHEDULE**                      **\*\*TENTATIVE\*\***

<b>Release of Notice of RFP Availability</b>	<b>08/27/04</b>
<b>Last Date For Questions</b>	<b>09/08/04, 5:00 PM</b>
Anticipated Addendum Release, if required	09/10/04
<b>PROPOSALS DUE</b>	<b>10/05/04 at 2:00 PM</b>
Evaluation Committee Review of Proposals and Short listing of proposers, if possible	Week of <b>10/5/04</b>
<b>Evaluation Committee Review of clarifications, and/or Oral Interviews, if needed, and final ranking for award recommendation</b>	<b>Week of 10/18/04</b>
<b>Anticipated City Commission Approval of Award to Top Ranked Proposer.</b>	<b>11/16/04</b>
<b>Anticipated Contract Commencement:</b>	<b>01/01/05</b>

Proposers should be aware that the City wishes to complete the RFP process and finalize a Contract Award in accordance with the schedule referenced in the RFP specifications.

**PART III: SPECIAL CONDITIONS**

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

**2. VARIANCES:** While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of the variances taken will be considered in determining proposal responsiveness, and in allocating proposal evaluation points. (See Evaluation & Award, Part V)

**3. CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the City in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

**4. INSURANCE REQUIREMENTS:** The Contractor(s) shall provide, pay for, and maintain in force at all times during the term of the Contract insurance coverage as follows:

**(a) Workers Compensation as required by Federal Law or Florida Statutes** for the benefit of Contractor employees.

**(b) Commercial General Liability** with minimum limits of one (1) million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

**(c) Errors and Omissions Insurance** with minimum limits of \$1,000,000 combined single limit coverage.

**5. SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded under these terms, conditions and specifications shall be sold, transferred, or assigned without the written approval of the City Manager, or designee.

**6. ADDITION/DELETION OF SERVICES:** The City may require additional services that may not be specifically listed in the RFP. The Contractor agrees to provide such services, and shall provide the City with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or Contractual terms offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors.

**7. PERFORMANCE TRIAL AND ACCEPTANCE PERIOD:** The City reserves the right to require a performance trial period to determine the Contractor's ability to provide the services, in accordance with the requirements of the contract and to the City's satisfaction.

The trial period may be thirty (30), sixty (60), or ninety (90) days, at the City's option. During this time the successful Contractor will be monitored for compliance, in accordance with all contract specifications, terms and conditions.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor. If the Contractor successfully completes the trial evaluation, the initial Contract period shall commence at the end of the trial period. If the Contractor's performance is determined to be unsatisfactory any time during the trial period, the City reserves the right to terminate the Contractor, and the City shall proceed to the next ranked proposer, under the same Performance Evaluation terms and conditions until a satisfactory performance has been accomplished, and a contract awarded.

**8. ADMINISTRATION OF CONTRACT:** Overall performance under the resultant contract shall be supervised by the Treasury Division, although the responsible departmental representatives shall handle day-to-day administration of credit card activities. If at any time during the contract period, performance is deemed to be unsatisfactory, the Contractor upon notification by the City shall take such steps necessary to perform, as per specifications. If at any time, in the opinion of the Treasurer and the Purchasing Division, there has been a breach of contract, the Contractor shall be notified and a hearing shall be set for a date within fifteen (15) days of such notice.

At that time, the Treasurer and Procurement Manager, or designee, shall hear the Contractor and City representatives. The City shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken.

If, in the determination of the City, a breach of contract exists the City may terminate the right of the Contractor to proceed under this contract or with such part of parts of the contract as are determined to be in default. The City may hold the Contractor liable for any damages caused to the City by reason of such default or termination.

In the event of a termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor shall not be relieved of any liability to the City for damages sustained by the City by reason of any breach of contract by the Contractor. The City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damage due the City from the Contractor is determined. The Contractor shall not be held liable for damages under this Contract solely for reasons of delay, if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract because of this delay.

**9. 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.

If a proposer is considered for award, he/she may be asked to meet with City personnel so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Certification by Broward County, Florida: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the general Conditions, then said **awarded contractor/vendor will apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity.** Contractor/vendor will provide documentation of application status, and once approved or disapproved

by Broward County, will also provide that documentation to the Procurement Division of the City of Fort Lauderdale.

**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.**

See General Conditions, Section 1.08 for MBE and WBE definitions.

**10. SUBSTITUTION OF PERSONNEL:** In the event the Consultant wishes to substitute any key personnel for those listed in his proposal, the City shall receive prior notice and shall have the right to review and approve such substitutions.

If the City has reasonable evidence to believe that an employee of the Consultant, working on City property, is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Consultant to resolve the situation to the City's satisfaction. However, the Consultant shall not be required to institute or pursue to completion any action if to do so would violate any law, statute, City ordinance, contract of employment, or union agreement.

**11. CONFLICT OF INTEREST:** Proposers are required to include a disclosure statement of any potential conflict of interest the firm may have due to other clients, current or former employees, contracts or interests associated with this project.

**12. 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.

**13. LOBBYING ACTIVITIES:** Any Proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance C-00-27 may be obtained from the City Clerk's office on the 7<sup>th</sup> Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://fortlauderdale.gov/documents.htm>

**14. RFP DOCUMENTS:** The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under this contract.

**15. PROPOSERS' COSTS:** The City shall not be liable for any costs incurred by proposers in responding to this RFP.

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

**17. RECORDS, AUDITS:** The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

**18. GENERAL CONDITIONS:** RFP General Conditions **Form G-107 Rev. 7/01** (GC) are included and made part of this RFP as **Exhibit A**.

## **PART IV. SCOPE OF SERVICES**

### **1. BACKGROUND/GENERAL INFORMATION:**

The City of Fort Lauderdale began accepting credit cards as a method of payment in 1998 and that business has steadily grown to over \$5.5 million annually. Credit cards are accepted throughout the City for the purchase of building permits, payment of dock fees, utility bills, parking meters, fines, and City park activities.

This specification describes the credit card transaction processing service to include the processing of Master Card, Visa and debit card transactions. It describes the need for timely deposit of funds generated from the acceptance of these cards, the means by which these services will be billed and the specific integration and coordination requirements. The methods of use are mail, touch telephone, voice response, internet and point-of-sale.

The City is in search of a vendor that will review current processes/practices and recommend a more efficient, cost effective approach of conducting credit card operations and assist us in implementing them. The City is willing to invest in cost effective technology providing there are savings in processing costs sufficient to provide a two-year payback.

Pursuant to Section 215.322(5) of the Florida State Statutes, a unit of local government is authorized to impose a surcharge to the person who uses a credit card, charge card or bank debit card in payment of taxes, license fees, tuition, fines, civil penalties, court ordered payments or court costs or other statutorily prescribed revenues an amount sufficient to pay the service fee charges by the financial institution, or credit card company for such services. Under the provisions of this Statute, the City will consider proposals from companies that will act as collection agent and will supply the software and hardware necessary for internet and IVR payments. The convenience fee, charged for this service, reimburses the collection agent for the cost incurred to process the transaction, provide the required hardware and software, and pay the credit card processing bank's fee (merchant fee). The City will incur no out-of-pocket cost. This alternative payment option will allow customers to make payments on the IVR or internet 24/7 from anywhere.

Information is provided in Attachment A on the volume currently handled by each facility located around the City. These sixteen City facilities require separate merchant numbers and monthly statements. To reduce the number of charge backs, it is required that the name of the facility appears on the customers' monthly billing statement. For example: Fort Lauderdale Parking or Fort Lauderdale Construction Services.

A combination of leased and purchased Hypercom TP-7 point-of-sale equipment is in the following locations:

- (a) Construction Services currently has five point-of-sale terminals located in their offices.
- (b) Parks and Recreation has one point-of-sale terminal at its headquarters.
- (c) Each of the Parks; Holiday, Snyder, Croissant, and Mills has a point-of-sale terminal.
- (d) Beach Community Center has a point-of-sale terminal.
- (e) Fort Lauderdale Festivals has one point-of-sale terminal.
- (f) Docks have point-of-sale terminals at each of their three locations. All sales are reported as one merchant number.
- (g) Parking Administration has one point-of-sale terminal at its headquarters.
- (h) Treasury has one point-of-sale machine that is used to transmit credit card payments that have been received via telephone or mail.

## RFP 552-9101

Treasury has four keyboard card readers and printers located at the cashier desks and drive-thru.

Parking payments received for multi-spaced parking meters are:

- (a) Down loaded to hand-held computer and submitted to the financial institution via wireless internet.
- (b) Down loaded to PC and submitted to the financial institution via wired internet.

Parking citation payments are accepted on-line, and in the very near future via an Inter-Voice Response (IVR) system.

### **2. SERVICE REQUIREMENTS:** Services shall include, but not be limited to the following:

#### **2.1 Credit Card Authorization:** Provide 24 hour, 7 days a week service to include:

- 2.1.1 Authorization and approval of MasterCard and Visa credit cards.
- 2.1.2 Provide an approval number for all transactions approved.
- 2.1.3 Provide an authorization code for all transactions.

#### **2.2 Technical Support:**

- 2.2.1 Provide 24 hour, 7 days a week utilizing a toll free customer service number.
- 2.2.2 Offer on-line submittal of technical support issues.

#### **2.3 Reporting:**

- 2.3.1 Provide a daily report consisting of credit card number, transaction date, approval number, transaction type, authorization code and amount of transaction. The report will be separate by merchant number and terminal codes.
- 2.3.2 Provide a monthly report of all transaction totals for the month. This report will provide daily totals by card type for each merchant number. This report will also include the detail of fees charged.
- 2.3.3 Provide an online resource for retrieving, reviewing, printing and/or downloading transactions.
- 2.3.4 Provide the City with all correspondence for Charge backs and contested charges.
- 2.3.5 Provide access to on-line reporting such as MyMerchant View.

### **3. PROPOSER REQUIREMENTS:** The proposer shall:

- 3.1 Be a firm or corporation regularly engaged in the acceptance and processing of credit cards, providing on-line reporting services or collection agent and licensed to do business in the State of Florida, and bonded for a period not less than 5 years.
- 3.2 Demonstrate to the satisfaction of the City that the Proposer has adequate financial resources, experienced personnel, and expertise to perform the required services. No contract will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record, or inadequate experience, or lacks the necessary capital, organization and/or equipment to perform the services as required in the RFP.
- 3.3 Provide documentation to support the qualifications criteria as part of the RFP.
- 3.4 Be able to provide a cost-effective solution for merchant processing or as a collection agent.

**RFP 552-9101**

- 3.5 Provide a single point of contact for customer relations.
- 3.6 Provide connectivity options to include, but not limited to lease line, modem, and Application Program Interface (API).
- 3.7 Provide for daily settlement of merchant accounts.
- 3.8 Make timely deposits, within 24-48 hours after settlement, into accounts specified by the City of Fort Lauderdale.
- 3.9 Submit SAS 70 report
- 3.10 Complete Section 19, if collection agent.

**PART V EVALUATION AND AWARD PROCEDURES**

**Evaluation and Consideration for Award:** The City will evaluate all responsive and responsible proposals to determine which proposal best meets the needs of the City based on the evaluation criteria stated in the RFP. A Committee established for this purpose, composed of City staff, and any other qualified persons deemed necessary will evaluate and rank proposals, as outlined in this section of the RFP. Award will be based on a review of all the information submitted, proposer references, and certain objective and subjective considerations including, but not necessarily limited to the following:

<b><u>Evaluation Criteria</u></b>	<b><u>Assigned Points</u></b>
A. Lowest Percent in Charges and Fees for total amount processed. (The lowest cost to the City shall receive maximum points) <b>SCORE VALUE: 0 TO 40 POINTS</b>	<b>40</b>
B. Proposer demonstrated experience, qualifications, and ability to meet service and operation criteria. This includes: ability to meet the RFP requirements, timeliness of deposits, settlements, financial and business references. <b>SCORE VALUE: 0 TO 30 POINTS</b>	<b>30</b>
C. Proposal of most efficient and cost effective solution for merchant card processing. <b>SCORE VALUE: 0 TO 30 POINTS</b>	<b><u>30</u></b>
<b>MAXIMUM TOTAL POINTS:</b>	<b>100</b>

Finalists, who achieve an Average Score of 70 or better, may be asked to appear before the Evaluation Committee, if required. Such oral presentations shall be for clarification purposes only.

The City will negotiate with the first ranked proposer. If the RFP is not satisfactory to the City, then the City reserves the right to negotiate with the next ranked proposer, and so forth. The first ranked proposer resulting from this process shall be recommended to the City Commission for award.

The City reserves the right to accept or reject any or all proposals, or part(s) of proposals, to waive minor variations to specifications, and in the RFP process. The City reserves the right to award the contract to that proposer who will best serve the interest of the City.

**PART VI REQUIREMENTS OF THE PROPOSAL**

**1. Instructions To Proposer:**

**A. Submission of a Proposal:**

**I. Corporate Authorization/Registration:**

**(1) The proposal shall be signed by a representative who is authorized to contractually bind the Contractor. A copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included, if proposal is signed by other than the President, Vice-President or Treasurer.**

**(2) Proposer shall include a current copy of your State of Florida Corporate Registration, or Certificate of Good Standing from the State in which you are corporately registered.**

(3) Proposers **are required** to return their proposal signed by a representative who is authorized to contractually bind the proposer.

(4) Proposals shall be submitted to the Procurement Division on or before the date and time indicated in the RFP schedule.

(5) Proposers shall submit all information in the format specified on the Proposal Summary Pages.

(6) Proposers shall examine the RFP carefully. Ignorance of the requirements will not relieve the proposer from liability and obligations under the Contract, which results from the RFP award.

(7) Each Proposal shall be prepared simply and economically, providing a straightforward delineation of the proposers capabilities and methodology proposed for the service requested. Emphasis should be on completeness and clarity of content.

(8) The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

**B. Requirements of the Proposal:**

Proposal should include:

(1) Proposal Summary (RFP) signature page, properly completed and signed.

(2) All additional proposal Summary Pages, completed.

(3) Attachment A.1 Credit Card Pricing – **Both a Hard Copy and copy on a disk shall be returned with the RFP response.**

(4) Any Addendum, which may become a part of the RFP document.

A reference list of customers who can substantiate Proposers ability to perform the services requested in the RFP.

(5) All Appendix information provided in response to the proposal summary questions, or attachments.

**(6) EACH PROPOSAL WILL PROVIDE ONE (1) ORIGINAL AND SEVEN (7) COPIES OF THE PROPOSAL SUBMITTED, COMPLETE WITH ALL ATTACHMENTS. A TOTAL OF EIGHT (8) COPIES.**

All attachments and appendices 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.** For ease of evaluation, include references to page number, and numbered categories on such appendices.

**PART VII PROPOSAL SUMMARY SIGNATURE PAGE/QUESTIONNAIRE**

The Proposer hereby offers to enter into a contract with the City of Fort Lauderdale, Florida to provide Delinquent Collection Services, in accordance with the RFP specifications.

Proposer understands that the information contained in these Proposal Summary Pages is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the Proposer to be true. Proposer agrees to furnish such additional information relating to the qualifications of the Proposer, as may be required by the City, prior to acceptance of any proposal.

Proposer to complete the following:

**Company Name:** \_\_\_\_\_  
(legal registered)

**Principal Contact:** \_\_\_\_\_  
(name & title)

**Company Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

Telephone No: ( ) \_\_\_\_\_ Fax No: \_\_\_\_\_

e-mail: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**1. VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below, or reference in the space provided below all variances contained on other pages of RFP attachments or RFP 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 RFP documents and referenced in the space provided below.

**If no statement is contained in the space below, it is hereby implied that your Proposal complies with the full scope of this RFP.**

**VARIANCES:**

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

Addendum No.                      Date Issued

**RFP 552-9101**

3. Prior Experience: Indicate the number of year experience Proposer has had in providing these services.

\_\_\_\_\_/years

4. Location of Service Facility(ies), if different from address shown above:

5. Is there anything in the RFP specifications that are NOT INCLUDED in your bid?

YES:\_\_\_\_ NO: \_\_\_\_\_

If YES, please explain:

5. **Workers' Compensation, Commercial General Liability and Errors and Omissions:**

a. **Do you have the required Workers' Compensation, Commercial General Liability and Errors & Omissions Coverage as required by the RFP?**

YES:\_\_\_ NO:\_\_\_\_\_

If no, please explain:

6. Are you registered with the Florida Division of Corporations **to do business in the State of Florida?**

YES:\_\_\_ NO: \_\_\_\_\_

Have you included the required Corporate documentation with your RFP response?

YES:\_\_\_ NO: \_\_\_\_\_

7. List the names and titles the principals, management and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons as an Appendix to the RFP response.

Capabilities/Experience summaries included? YES:\_\_\_ NO:\_\_\_\_\_

**RFP 552-9101**

8. List any lawsuits pending or completed involving the corporation, partnership, or individuals with more than ten (10%) percent interest. If additional space is needed, please attach as an appendix to your proposal response.

a. List all pending lawsuits that are concerned directly with the staff or part of your organization proposed for the Contract:

b. List all judgments from lawsuits in the last 5 years that are concerned with the staff or part of your organization proposed for the Contract:

9. **a.** Please provide a list of references for whom you currently, or have recently (within the past three years) provided these services, with particular emphasis on other governmental entities. **Include company name, address, contact person and** telephone number. A Minimum of three (3) is requested. If additional space is required, please include this information as an appendix to your RFP response.

9. **b.** Please provide financial references who can substantiate your ability to support the services required for the period of this contract. **Include company name, address, contact person and** telephone number. A Minimum of three (3) is requested. If additional space is required, please include this information as an appendix to your RFP response.

10. **Auditors Statement:** Submit a copy of your **Annual Financial Report as attested to by external Certified Public Accountants.**

Included?: YES:\_\_\_ NO:\_\_\_\_\_

IF NO, explain:

10.a. Please submit copy of most recent SAS 70 Report

Included?: YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF NO, explain:

11. **Pricing Submission: Attachment A** provides credit card transaction history by City facility for the twelve month period February, 2003 to January, 2004. This information is provided to give the proposer a guide for providing a business solution, pricing and to understand to the level of service required by The City of Fort Lauderdale.

- 11.1 Pricing to include discount rates covering the processing of all Master Card and Visa point-of-sale transactions. One discount rate for electronic transactions.
- 11.2 Application and set-up and renewal fees are to be waived.
- 11.3 No monthly statement fees nor minimums.
- 11.4 No contract cancellation fees.
- 11.5 Pricing to include all additional fees, including, but not limited to:
  - (a) Transaction fees
  - (b) Voice/touch authorization fees
  - (c) Charge Back fees
  - (d) Fraud Protection fees
  - (e) Software fees
  - (f) Point of Sale Equipment – lease and purchase
  - (g) Foreign credit card acceptance fees
  - (h) Interchange fees

**Proposer please note:** Include your pricing schedule as Attachment A.1 to the RFP for your response, both as a hard copy, and on a disc formatted in Excel. Pricing Submission shall include the company name and signed by the individual with the authority to bind the company to the proposal.

12. **Organization:** Submit a summary of your organization, including geographical locations. **Include this information as an appendix** to your RFP response.

Included? YES: \_\_\_\_ NO: \_\_\_\_\_

**RFP 552-9101**

13. **Reports:** List, in detail, reports that you offer to the City. Refer to **PART IV, Scope of Services, paragraph 2.3 Reporting.,** of the RFP specifications. Include this information as an appendix to your RFP response.

14. **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.

**15. COLLECTION AGENT PROPOSAL:** Should you desire to perform this service as a collection agent, “third party provider”, please fully describe below your methods; pricing; and expected benefits to the City. Include all applicable licenses, and credentials to support your qualifications, as a part of the RFP response. If additional space is required, please include this information as an Appendix to your proposal response.

**EXHIBIT "A"**  
**City of Fort Lauderdale**  
**GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. 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)/Request for Proposal (RFP) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

## RFP 552-9101

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

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

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

### 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

### 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, 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 Bidder's, 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.

## RFP 552-9101

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 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 his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his 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, he must notify the Procurement Division immediately. Such notification must be received by the Procurement 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 him 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 Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

## RFP 552-9101

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

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

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

### **PART IV BONDS AND INSURANCE**

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

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

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

The Contractor shall provide to the Purchasing 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 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 his 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:
- Bidder's 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 Occupational 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).

## RFP 552-9101

- 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 he 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, he will, if he 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, purchasing 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 attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his 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 on 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-DESCRIMINATION:** 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 to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required 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.

## RFP 552-9101

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 state 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 Manager or selected designee.
- 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.

**PROPOSERS PLEASE NOTE:**

**ATTACHMENT "A" IS A LEGAL SIZE, LANDSCAPE DOCUMENT.**

Credit Card Statistics

February 2003 - January, 2004

Master Card & Visa

	<u>Construction Services</u>		<u>Parks &amp; Recreation</u>		<u>Holiday Park</u>		<u>Snyder Park</u>		<u>Croissant Park</u>		<u>Beach Community Ctr.</u>		<u>Mills Pond</u>		<u>Festivals</u>	
	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>
February, 2003	430	75,093.00	9	371.00	12	1,248.00	10	648.40	6	208.00			6	1,450.00	83	3,611.50
March	485	140,622.73	12	869.20	12	717.00	17	1,732.90	9	306.00			6	1,600.00	0	0.00
April	531	126,917.64	19	1,096.70	12	2,589.00	29	2,345.60	16	511.50			36	9,600.00	196	10,436.00
May	502	86,767.79	192	8,698.70	26	4,414.00	26	1,860.20	16	1,000.00			9	4,407.00	304	14,242.00
June	437	84,838.72	7	477.00	35	3,750.50	23	1,926.90	6	176.00			6	600.00	0	0.00
July	496	92,810.35	10	695.10	14	464.00	19	1,246.30	4	105.00			7	2,150.00	0	0.00
August	547	106,874.58	12	1,049.40	40	3,605.00	11	666.70	8	535.00			45	15,880.00	0	0.00
September	482	248,275.73	11	1,234.90	15	913.00	16	3,196.30	12	645.00			3	65.00	0	0.00
October	618	122,732.39	6	791.70	124	12,254.00	9	730.30	11	747.00	2	649.50	2	(150.00)	54	4,033.00
November	422	85,275.55	5	220.80	40	4,755.00	14	1,057.10	2	155.00	22	2,252.60	9	3,400.00	187	7,317.01
December	458	114,404.13	10	656.50	2	223.00	14	732.80	4	580.00	35	1,421.25	14	3,955.00	0	(424.00)
January, 2004	495	95,420.60	26	1,420.40	32	1,287.00	14	843.10	0	0.00	111	6,244.00	26	10,975.00	48	2,235.00
<b>Totals</b>	<b>5,903</b>	<b>1,380,033.21</b>	<b>319</b>	<b>17,581.40</b>	<b>364</b>	<b>36,219.50</b>	<b>202</b>	<b>16,986.60</b>	<b>94</b>	<b>4,968.50</b>	<b>170</b>	<b>10,567.35</b>	<b>169</b>	<b>53,932.00</b>	<b>872</b>	<b>41,450.51</b>

Average Transaction	<u>233.79</u>	<u>55.11</u>	<u>99.50</u>	<u>84.09</u>	<u>52.86</u>	<u>62.16</u>	<u>319.12</u>	<u>47.53</u>
---------------------	---------------	--------------	--------------	--------------	--------------	--------------	---------------	--------------

	<u>Parking Cashiers</u>		<u>Parking Internet</u>		<u>Parkfolio</u>		<u>Parking Lots</u>		<u>Docks</u>		<u>Treasury - Water</u>		<u>Treasury</u>		<u>Total All Locations</u>	
	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>	<u>Tickets</u>	<u>Amount</u>
February, 2003	209	13,270.96	1	19.00	0	0.00	7,784	23,999.10	263	177,019.28	203	33,164.04	565	89,936.38	<b>9,581</b>	<b>420,038.66</b>
March	204	13,398.23	417	12,873.00	0	0.00	2,069	6,859.52	275	188,615.15	195	31,941.65	622	91,153.96	<b>4,323</b>	<b>490,689.34</b>
April	212	15,715.25	578	17,380.00	1,286	3,567.21	6,202	21,538.34	192	143,951.99	177	44,176.00	667	89,202.67	<b>10,153</b>	<b>489,027.90</b>
May	172	11,114.05	682	19,989.00	876	2,844.97	6,845	20,447.40	238	152,392.43	180	33,818.88	659	101,067.86	<b>10,727</b>	<b>463,064.28</b>
June	168	12,466.20	578	14,763.00	2,978	9,492.67	5,794	15,413.76	187	69,684.18	183	30,708.96	615	86,137.39	<b>11,017</b>	<b>330,435.28</b>
July	195	14,290.75	1,260	30,511.00	7,956	23,555.08	169	399.80	184	97,860.33	153	21,923.45	688	99,468.34	<b>11,155</b>	<b>385,479.50</b>
August	198	16,839.35	1,478	36,101.00	8,683	25,405.27	60	126.00	106	53,295.32	169	34,988.71	661	94,351.82	<b>12,018</b>	<b>389,718.15</b>
September	197	18,160.66	1,462	36,165.00	0	0.00	101	232.50	118	53,871.85	193	30714.89	664	100,905.70	<b>3,274</b>	<b>494,380.53</b>
October	219	17,964.10	1,638	44,762.00	11,271	38,019.67	83	178.25	136	123,141.70	190	39,468.87	795	108,486.02	<b>15,158</b>	<b>513,808.50</b>
November	152	11,591.93	1,501	44,676.00	11,410	41,002.29	58	136.50	226	163,645.15	183	30,993.79	611	80,296.97	<b>14,842</b>	<b>476,775.69</b>
December	147	12,457.89	1,227	37,637.00	11,569	39,497.44	0	0.00	246	180,222.50	205	31,887.08	748	106,683.84	<b>14,679</b>	<b>529,934.43</b>
January, 2004	179	13,774.10	1,343	43,678.00	15,100	52,322.91	82	223.25	285	205,180.37	212	39,565.10	751	105,438.94	<b>18,704</b>	<b>578,607.77</b>
<b>Totals</b>	<b>2,252</b>	<b>171,043.47</b>	<b>12,165</b>	<b>338,554.00</b>	<b>71,129</b>	<b>235,707.51</b>	<b>29,247</b>	<b>89,554.42</b>	<b>2,456</b>	<b>1,608,880.25</b>	<b>2,243</b>	<b>403,351.42</b>	<b>8,046</b>	<b>1,153,129.89</b>	<b>135,631</b>	<b>5,561,960.03</b>

Average Transaction	<u>75.95</u>	<u>27.83</u>	<u>3.31</u>	<u>3.06</u>	<u>655.08</u>	<u>179.83</u>	<u>143.32</u>	<u>41.01</u>
---------------------	--------------	--------------	-------------	-------------	---------------	---------------	---------------	--------------

**ATTACHMENT A.1 – CREDIT CARD PRICING  
IS PROVIDED AS A SEPARATE EXCEL ATTACHMENT  
TO THIS RFP DOCUMENT.**

**PROPOSERS NOTE: YOU WILL NEED TO COMPLETE THIS  
ATTACHMENT,  
PRINT A HARD COPY AND PROVIDE A DISC WITH THE  
COMPLETED PRICING SCHEDULE AS A  
PART OF YOUR RFP RESPONSE.**