

Solicitation 575-9695

VEHICLE REGISTERED OWNER INFORMATION SERVICE

City of Fort Lauderdale

Bid 575-9695
VEHICLE REGISTERED OWNER INFORMATION SERVICE

Bid Number 575-9695
Bid Title VEHICLE REGISTERED OWNER INFORMATION SERVICE

Bid Start Date In Held
Bid End Date Feb 5, 2007 2:00:00 PM EST
Question &
Answer End Jan 25, 2007 2:00:00 PM EST
Date

Bid Contact AnnDebra Diaz
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Procurement
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Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Vehicle Registered Owner Information Service for the City's Parking and Fleet Services Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Request for Proposal

575-9695

Registered Owner Information Service

***Opens: February 5, 2007
2:00 p.m.***



City of Fort Lauderdale

***Issued for Parking and Fleet Services Department
by the Procurement Services Department***

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PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Vehicle Registered Owner Information Service for the City's Parking and Fleet Services Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). 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 proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. ELIGIBILITY

3.1 To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City similar in size and complexity to the City of Fort Lauderdale.

3.2 Proposer must include as a part of the RFP submittal sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFP. 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 this RFP.

Such documentation shall include, but not necessarily be limited to:

1. A list of client references
2. Capabilities and Menu of Services
3. Transaction and related services rates
4. Number of years providing such services
5. Compliance with Licensing and Bonding
6. Membership in Trade Associations
7. Policies and Procedures
8. Staff Training and Certifications
9. Remittance Schedule and Reporting
10. Insurance

04. TRANSACTION FEES:

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute 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. Refer to www.rfpdepot.com for further information.

05. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process requiring City Commission action, may be found at

http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm.

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

PART II - RFP SCHEDULE

Release RFP	01/19/07
Last Date for Receipt of Questions of a Material Nature	01/26/07
Addendum Release (If required)	01/31/07
PROPOSAL DUE (Prior to 2:00 PM)	02/05/07
Evaluation Committee Review and Short listing of Proposals (Estimated)	02/12/07
Technical Compatibility and Efficiency Testing with Finalists (Estimated)	02/12/07-03/02/07
Selection of First Ranked Proposer (Estimated)	03/05/07
City Commission Award of Contract (Estimated)	03/20/07

PART III – GENERAL TERMS AND 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) 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.
- 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 it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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.

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

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

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

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

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

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

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

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

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

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he 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.
- 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. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference;

the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

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

PART IV BONDS AND INSURANCE

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

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

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

The Contractor shall provide to the 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).
- 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-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 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.
 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.

PART IV - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 07/01 (GC) are included and made a part of this RFP.

02. VARIANCES

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

03. 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.

04. 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.

05. PROPOSERS' COSTS

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

06. 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.

07. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

08. 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 City in connection with all Proposer's 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. 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 that is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

09. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

10. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall expire three (3) years from that date. The City reserves the right to extend the contract for two additional one (1) 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 Purchasing Manager. 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.

11. SERVICE TEST 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 include the trial period and shall end three years from the date of the start 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.

12. SILENCE OF SPECIFICATIONS

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

13. PRICING

All pricing must include delivery and be inclusive of all costs.

14. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within twenty (20) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

15. CONTRACT COST ADJUSTMENTS

The costs as proposed and accepted by the City shall be firm for the initial contract term. The costs for subsequent terms shall be subject to an adjustment only if increases have occurred in the industry and are properly documented. Any requested cost adjustment shall be submitted to the City at least sixty (60) days prior to the contract anniversary date.

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 reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

16. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (three years). 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.

17. **CONTRACT COORDINATOR**

The City will 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.

18. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator shall 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.

19. **RELATED EXPENSES/TRAVEL EXPENSES**

All related expenses chargeable to the City, such as supplies, printing, binders, etc shall be passed through at Contractor's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

Any travel out of the tri county (Dade, Broward and Palm Beach Counties) area shall be in accordance with current City per diem rates and travel policy. Current policy may be viewed at the City website: http://www.fortlauderdale.gov/purchasing/TravelPSM_121001.pdf. No costs

for travel, meals, or accommodations shall be charged to the City for travel within the tri county area unless the Contractor's office assigned to the project is located outside this area. Proposer shall include as a part of the RFP response, all details and costs regarding anticipated travel expenses and note such costs on the price sheet as a separate line item.

Contractor shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.

Contractor shall provide, if required by the City, documentation of all actual travel or related costs.

20. **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.

21. **DELETION OR MODIFICATION OF SERVICES**

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

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

22. **ADDITIONAL ITEMS**

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

23. **WARRANTIES OF USAGE**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

24. **SUBSTITUTION OF PERSONNEL**

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

right to cancel the Contract for cause. See Section 5.09 General Conditions.

25. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal 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.

26. INSURANCE

The contractor shall furnish proof of Employee Dishonesty Coverage. The coverage is to remain in force at all times during the contract period. Documentation of said insurance may be in the form of either: (1) a certificate of insurance for a Commercial Crime Policy, reflecting employee dishonesty coverage with a minimum \$500,000 limit or (2) a copy of an Employee Dishonesty Bond in a minimum amount of \$500,000, stating specifically that the bond is applicable to 'third parties'. The City is to be added as an "additional insured". Any costs for adding the City as "additional insured" will be at the contractor's expense.

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 Employee Dishonesty Coverage within 30 days of the award.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

****Proposer Note: Additional Bonding and Liability insurance requirements are outlined in the PART V, Scope of Services.**

27. 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.

28. **AUDIT**

The City reserves the right for its internal auditor or appropriate representative to review ONLY those records pertaining to any contract awarded as a result of these documents and determine if the terms, conditions and specifications of the contract are being followed and if prices charged comply with the contract.

29. **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.

30. **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

31. **SUBCONTRACTING**

In the event subcontracting is permitted, each subcontractor 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.

31. **PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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.

32. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

33. INDEMNITY/HOLD HARMLESS

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 this bidding process. Without limiting the foregoing, any and all such claims, suits, or other 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.

34. 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.

9.1. 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.

PART V - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

OVERVIEW:

The City's parking enforcement staff issued approximately 128,000 parking citations during fiscal 2005-2006 with about 13,000 of those issued to non-Florida tags. Approximately 90% of all citations are issued via a handheld computer by Parking Enforcement Specialists and the balance are hand-written by Police Officers, Park Rangers, and other enforcement staff.

Payment of the base fine is due 20 business days after the citation is issued. The first penalty of \$10.00 is imposed on the evening of the 21st business day after the citation is issued. The second penalty is imposed on the evening of the 36th business day after the citation is issued. Courtesy Notices of Violation are mailed for unpaid citations as soon as the registered owner information is received from the Department of Motor Vehicles (DMV), approximately 5-7 days after issuance. Final notices are mailed for all unpaid or partially paid (open) citations on the 36th business day after issuance, or soon thereafter. The timing of these notices makes it critical that the database is populated with the DMV information timely and regularly so customers are given notice and the opportunity to pay their citation without incurring a penalty.

Customers are afforded Due Process via an appeals process that is referred to the Broward County Circuit Court for scheduling, hearings, adjudication, and payment collection. Unpaid Citations are referred to a collection agency 90 days after issuance.

CURRENT BUSINESS PRACTICES:

The City's current citation management system is AutoProcess (Duncan Solutions, Inc.) and most citations are issued via AutoCite handheld ticket writing devices. Bidders **MUST** be able to provide registered owner files and accept citation data and tag number files formatted to interface with the City's AutoProcess system for data swapping.

A daily file of all unpaid citation data (in-state and out-of-state) is sent to a third party for a search of each state's Department of Motor Vehicles (DMV) registered owner information. Registered owner searches are currently outsourced for all states including Florida but the files are exported separately, depending on whether the citation was issued to a vehicle registered in Florida (in-state) or in another state,(out-of-state), including Canada and Mexico. The file layout for both is the same.

Parking will export a file of all unpaid citations within 5 days of issuance. The file contains the following elements: issue date, citation number, vehicle tag number, state, vehicle make and model, VIN number if available, an agency designator, tag expiration date if available, and DMV code. The contractor obtains and sends the City the DMV registered owner (R/O) information for citations in a file layout provided in exhibit 'B' section of this RFP. The registered owner information is imported into AutoProcess and populates the citation record with ownership information. The City then prints and sends notices for all unpaid citations that have R/O information: a Courtesy Notice the same day as R/O is received and a Final Notice 36 days after issuance of the citation.

Customers are required to come to the Parking Service's office to obtain a release to re-register their in-state vehicles after payment is received if their registration is placed in 'DMV hold' status

due to multiple outstanding citations. These citations must be paid by cash or credit card only (no checks) but not over the Internet.

The City does not warrant that current volumes of citation issuance or the proportion of out-of-state tags/in-state tags will continue or can be relied on since many factors may contribute to these volumes, including but not limited to increased or decreased parking activity, enforcement rates, tourism, staffing differences, policies, weather, regulations, and Commission action.

GOALS:

Parking Services is seeking bids for the Contractor to obtain and provide DMV registered owner information for all citations issued by the City and for which R/O information does not already reside in the City's database. The City, however, reserves the right to award more than one contract for services, if it is in the best interest of the City to do so, based on the services, pricing, etc. offered by the successful bidder(s).

All bids should include pricing for the provision of R/O data for the continental United States, the Canadian provinces, and Mexico. Your bid documents should state clearly whether searches for Canadian and Mexican tags are or are not included and specify which US states are included.

FUNCTIONAL REQUIREMENTS:

- (1) All proposers must furnish to the City satisfactory evidence that they have operated and had experience providing timely and current Florida and out-of-state registered owner information, as outlined in the RFP specifications, for a period of not less than two (2) years.
- (2) Proposers shall demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and the expertise to perform the required services. No contract will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record, or inadequate experience, or lacks the necessary capital, organization and/or equipment to perform the services as required in the RFP.
- (3) Bidders must be able to provide files formatted to interface with the City's AutoProcess system for data swapping (new citation/tag information and registered owner information, etc).
- (4) Proposers shall provide documentation to support the qualifications criteria as part of the RFP response.
- (5) Contractor should have wholly owned offices in principal cities (nationally if proposal submittal is for out-of-state, and state-wide if submitting for in-state), or established subcontractors in principal cities, who also meet the City's qualifications requirements. If proposer intends to use any subcontractors in the performance of these services, the names and qualifications of all such subcontractors should be included as part of the RFP response.
- (6) Subcontractors shall be subject to the same requirements as the Contractor, including records retention requirements, as contained in the RFP. The City reserves the right to accept or reject any proposed subcontractor, if it determines that such subcontractor does not meet the RFP specifications.

- (7) The Contractor shall have either a Broward County or toll free (800) telephone number(s) for City and customer contact purposes.
- (8) Submit a Contractors SAS 70 report if available.
- (9) Contractor, and all subcontractors, shall be registered with the Florida Department of State, Division of Corporations prior to commencing work for the City and shall remain registered for the entire term of the contract.
- (10) **Data Communications Requirements:** The successful Contractor must have the capability to send and receive **ASCII** data files via FTP or email and email acknowledgments of file transfers. The City requires the Contractor to provide and maintain a valid e-mail address where files may be sent. The City will provide a return e-mail address for receiving updated files from the Contractor.
- (11) **Provision of Registered Owner Information to the City:** The Contractor shall provide and send to the City on a daily basis the newly obtained Registered Owner information and shall accept the file of newly issued citations from the City daily.
- (12) **Invoicing and Payment:** Upon receipt of a valid invoice and supporting documents, the City shall remit to the Contractor, on a monthly basis, the Contractor's fees based on the registered owner data received by the City in the prior month.
- (13) **Reporting:** The Contractor shall make the following reports available on-line and in printable format:
- (a) Acknowledgment Report-provided by email after the receipt of new accounts and the transmission of R/O data
 - (b) Monthly Statement-includes record of daily R/O transmittals and total fees due for services rendered.
- (14) **Bonding & Liability Requirements:** The Contractor shall comply with the licensing and bonding requirements for the State of Florida and Broward County.
- (15) **Agreements with State Departments of Motor Vehicles or Similar Agencies:** Contractor shall honor and be bound by any and all agreements with the various states with regard to protection, confidentiality, and security of the Registered Owner information obtained on the City's behalf. Contractor shall protect the reputation and ethics of the City of Fort Lauderdale. **Under no circumstances shall the Contractor, the Contractor's employees or any agent of the Contractor use any information received or obtained, for any other purpose other than that which has been outlined in this RFP.**
- (16) The Contractor shall not forward any City account to any other agency except to the Contractor's wholly owned branch.
- (17) See **Requirements Narratives** in Section VII – Requirements of Proposal, for additional requirements of the contract.

PART VI - CONSIDERATION FOR AWARD/AWARD PROCEDURES

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

1. Understanding of the overall needs of the City as presented in the narrative technical proposal. To include narrative responses, amount of critical and preferred requirements offered, reports available, other standards offered in your proposal and the proposers ability to meet the RFP requirements. This includes the number and specificity of the states for which R/O information will be obtained and provided, including Canada and Mexico.

Maximum points available are 30.

2. Experience, qualifications, and past performance of the proposing firm including persons proposed for the project and facilities and resources. To include Licenses/Certificates, Insurance, Company profile, Company financial information, and References.

Maximum points available are 40.

3. Estimated cost to the City – Lowest Overall Cost to the City shall receive maximum points.

Maximum points available are 30.

Total Points Available are 100 points.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The committee will then make a recommendation to the Fort Lauderdale City Commission for award.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best

serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

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

PART VII - 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. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED
ORIGINAL COPY PLUS SIX (6) COPIES OF THE
PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SEVEN (7) COPIES OF YOUR PROPOSAL

ALL PROPOSALS SHALL BE RECEIVED PRIOR TO 2:00 PM EST, ON FEBRUARY 5, 2007
TO:

City of Fort Lauderdale
Department of Procurement Services
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, Florida 33301

ALL PROPOSALS MUST BE SUBMITTED IN A SEALED PACKAGE WITH THE RFP NUMBER, RFP TITLE AND DUE DATE CLEARLY MARKED ON THE OUTSIDE. IF MORE THAN ONE PACKAGE IS SUBMITTED THEY SHOULD BE MARKED 1 OF 2, ETC.

PROPOSAL PAGES ARE AS FOLLOWS:

- Part I Proposal Pages - Technical Information
- Part II Proposal Pages – Business Requirements Matrix
- Part III Cost Information
- Part IV Non Collusion Statement
- Part V Proposal Signature Page
- Additional Attachments to your Proposal

PROPOSAL PAGES - PART I TECHNICAL INFORMATION

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Letter of Interest / Cover Letter

This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment to perform the work required for this contract. Also indicate which service group(s) you are submitting for.

This section should also include the fully executed PROPOSAL SIGNATURE PAGE.

Tab 2: Professional Licenses, Certificates, Registrations and Memberships

Include all relevant licenses, certificates and other credentials that your company possesses; Provide any verification that you have to confirm that your firm adheres to any relevant Code of Ethics and Professional Responsibility. Also provide documentation of your compliance with licensing and bonding requirements for the State of Florida and Broward County.

Tab 3: Company Profile

1. Provide legal name, address, Telephone number, Fax number, Toll free number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) If proposer is a corporation, provide certification from your states Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business 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; If applicable, provide a statement concerning the proposer's status as a minority or woman owned business enterprise. In the case of a sole proprietorship or partnership, the Social Security numbers for all owners or partners may be requested during the Committee review process.
2. Provide an overview of your policies and procedures, staffing, facilities, technological capabilities, the type and frequency of background and credit checks routinely performed on new and existing employees, and other relevant attributes of your organization.

Tab 4: 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 5: Disputes, Litigation and Defaults

Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any of their consultants for a period of Five years prior to the submission of this proposal.

Tab 6: Qualifications / Experience

Qualifications and experience of the firm as well as individual(s) who will provide the services. The submission should include:

1. Details on the qualifications of the individual(s) who will be our representatives from your company. List the names and titles of the principals, management and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons.
2. Details on the qualifications of the firm, including documentation of the firm's experience in similar work. Indicate the number of years experience Proposer has had in providing these services (delineate total years and years doing business in the South Florida Area). Describe the organizational structure of your company, including geographical locations, and how that structure will benefit the city in this contract; describe your capabilities and provide a menu of your services.
3. Facilities – To include a list of company's equipment, communication capabilities, Office locations, etc.
4. Technological capabilities – capability to produce technology requirements of this contract; any specialty equipment, etc. Confirm your ability to provide files formatted to interface with the City's AutoProcess system data swapping for registered owner information.
5. Other available resources you will use for this contract (must be included in your total price).
6. Previous and existing contract - List similar contracts that your firm has been associated with within the past five years (delineate what services you provided. Each contract description must include at least the following information:

Name and Location of Project

Nature of your firm's responsibility on the project/ work for which your firm was directly responsible.

Contact Person (Name, Address, Phone #, Fax, E-mail)

Tab 7: Business Requirements Matrix (See Proposal Pages – Part II)

Complete the Business Requirements Matrix, indicating with Y (Yes, provided) or N (No, not provided), for each requirement, whether you are able to provide or comply with the requirement or not. Every item should be marked either "Y" (provided) or "N" (not provided).

Any item left blank will be evaluated as if answered “Not Provided”. A requirement shown as Critical is mandatory and essential to the services requested and points will be deducted if the Proposer cannot provide the service or comply with the requirement. Requirements shown as Preferred are preferred and will receive additional award points but no deductions if not provided. If you have the capability, provide detailed narratives for each item right in the corresponding cell of the matrix. If you don't have that capability, each requirement is repeated in item 'I' below for your narrative response. If any of the items pertain to services that you are not submitting for, indicate 'NOT SUBMITTING FOR THESE SERVICES' as your response.

Tab 8: Subcontractors

Identify the extent and nature of any anticipated outside support.

List the name(s) of the firms, address, contact information, summary of their experience and nature of work they will be performing under the contract. NOTE – their cost must be included in your total proposal cost submitted in this RFP.

Tab 9: Financial Information

Submit a copy of your latest Annual Financial Report as attested to by external Certified Public Accountants. 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). Include information as to current or prior bankruptcy proceedings if any. Also include you company's **SAS 70** report in this section if available. If your company does not have this report, indicate that as well.

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 10:References

A list of at least five (5) current and former major accounts along with contact persons name 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.

In addition, List at least five (5) current and pertinent professional and financial references (name, address, and phone number) that the City may contact in relation to the proposer's qualifications, experience and financial stability.

Tab 11: Reports

List and provide a sample of all reports that you offer to the City for this contract.

Tab 12: 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.

Tab 13: Items not included in your proposal

Discuss / explain any requirements of the RFP that are not included in your proposal.

Tab 14: Cost / Financial Proposal (See Attachment "A" – Proposal Price Pages)

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

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

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

RFP NO. 575-9695

OPENS 2/05/07

**PROPOSAL PAGES - PART II
BUSINESS REQUIREMENTS MATRIX**

<u>Item</u>	<u>C-Critical</u>	<u>BUSINESS REQUIREMENTS MATRIX</u> <u>(Vendors should indicated whether this service will be provided or not and provide any comments to explain or detail the service proposed.</u>	<u>Narrative</u>
1)	C	Describe your disaster recovery plan with specifics as to recovery of data, offsite redundancy, alternate for equipment and power failures, and other plans to mitigate service disruptions	
2)	C	Transmit, on the day information is received, an electronic file with required data elements in a custom record layout by 3:00 p.m. eastern standard time. (See Technical Section for file layout information). This is critical to the City —your response should be specific as to your ability to perform this requirement.	
3)		Describe the background checks performed, if any, on all personnel who will be involved with the City's account	
4)	C	Ability to receive citation files in an ASCII text file format via e-mail or F.T.P.	
5)		The City's Parking Department operates 7:30 am to 4:30 pm, EST. What are the hours of operation of your facility and, specifically, the customer service or account rep who will be servicing this account?	
6)	C	Your customer service policies regarding the City's toll-free access to your technical staff for assistance with file transfers and other technical aspects of this account, if needed	
7)		Provide a listing of your scheduled holidays or other weekday closures	
8)		Describe your invoicing policies, payment terms, detail to be included with the invoice. Please attach or include a sample invoice and supporting documentation	
9)		Please include or attach a sample of each relevant report that will be available via the Internet or by mail/fax and the range of time periods available (daily, weekly, monthly, etc)	
10)	C	Your ability to email file transfer acknowledgements or confirmations to a distribution list provided by the City	

B. <u>Registered owner information (R/O searches- Department of Motor Vehicles)</u>			
1)	C	Your experience and capability to provide registered owner information for Florida and non-Florida tags including Canada and Mexico (if your bid includes such) registered vehicles in the layouts required by the City and included in the Technical section. Please be specific as to which states you can or cannot provide and whether Canadian provinces and Mexico are included or not.	
2)	P	Your ability to receive and send 'refresh' files of registered owner information made available by various states to update owner data.	
3)	C	Describe the timetable and frequency for the acceptance of citation files from the City and how often you will submit them to the various states for R/O searches.	
4)	C	Describe the timetable and frequency for the return of registered owner information to the City's database after receipt of referred citations (prefer new info daily, where possible)	

**PROPOSAL PAGES - PART III
COST INFORMATION**

BIDDER NAME _____

Proposal Price Pages (refer to Attachment "A") are to be completed and returned with your RFP response.

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

The table in Attachment "A" is provided as an illustration only and CANNOT be relied upon as a gauge of how many citations will be issued to any particular state in the future or to how many citations will issued in general. This table is to be used only for the City's purpose of comparative pricing among Proposers. Total cost will be calculated for each Proposer by multiplying the same number of tags per state as shown in this table by the price for each state as proposed by prospective Contractors.

Proposer shall indicate, in the space provided, the specific states and provinces included and the fee schedule for each state and province to be provided, stated in terms of either "per search" or "per hit (R/O info obtained)" in accordance with the terms, conditions, specifications and requirements contained in this RFP.

- Primary Service: Retrieve Department of Motor Vehicles registered owner data for parking citations issued to vehicles by the City and send an electronic file of this information to the City of Fort Lauderdale to populate the City's database according to the schedule provided herein; and provide reports on registered owner activity.

- Additional Service: List any additional services you are proposing in the space provided below. Additional services will not be considered in the cost ranking

PROPOSAL PAGES - PART IV
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.

**PROPOSAL PAGES - PART V
 BID/PROPOSAL SIGNATURE PAGE**

It will be the sole responsibility of the Bidder to ensure that his 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.

Submitted by: _____
 (signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

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

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

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

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

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

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

Addendum No.

Date Issued

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.

Variations:

ATTACHMENT "A"

City of Fort Lauderdale Parking Services
Table of Citations Issued and DMV Returns by State in FY05/06

Bidder Name:

THIS FORM MUST BE RETURNED WITH YOUR RFP RESPONSE.
THIS DOCUMENT IS PROTECTED FROM CHANGES.
YOU MAY ONLY ENTER YOUR COMPANY NAME AND ALL UNIT PRICES.
FIGURES SHOWN ARE ESTIMATED QUANTITIES ONLY.

COMPLETE ALL APPLICABLE SHADED AREAS

State	Citations	Complete this col if price is by "Search"	Total Cost for "Searches"	# of R/O's returned (hits)	Complete this col if price is by "Hit"	Total Cost for "Hits"	GRAND TOTAL FOR ALL DMV IN SAMPLE SET
AK	8		\$0.00	4		\$0.00	\$0.00
AL	172		\$0.00	110		\$0.00	\$0.00
AR	74		\$0.00	34		\$0.00	\$0.00
AZ	90		\$0.00	0		\$0.00	\$0.00
CA	352		\$0.00	3		\$0.00	\$0.00
CO	137		\$0.00	81		\$0.00	\$0.00
CT	238		\$0.00	146		\$0.00	\$0.00
DC	26		\$0.00	18		\$0.00	\$0.00
DE	84		\$0.00	51		\$0.00	\$0.00
FL	115,923		\$0.00	69,981		\$0.00	\$0.00
GA	874		\$0.00	605		\$0.00	\$0.00
HI	8		\$0.00	0		\$0.00	\$0.00
IA	53		\$0.00	0		\$0.00	\$0.00
ID	9		\$0.00	5		\$0.00	\$0.00
IL	622		\$0.00	384		\$0.00	\$0.00
IN	305		\$0.00	202		\$0.00	\$0.00
KS	58		\$0.00	0		\$0.00	\$0.00
KY	188		\$0.00	106		\$0.00	\$0.00

AB	12		\$0.00
BC	4		\$0.00
CD	2		\$0.00
FN	7		\$0.00
MB	7		\$0.00
MX	5		\$0.00
NS	6		\$0.00
NW	1		\$0.00
ON	291		\$0.00
PE	2		\$0.00
PR	10		\$0.00
QU	367		\$0.00
SK	1		\$0.00
US	6		\$0.00
VI	1		\$0.00

	0		\$0.00
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Subtotal 722 **\$0.00**

2 **\$0.00**

\$0.00

TOTAL 129,010 **\$0.00**

75,970 **\$0.00**

\$0.00
Grand Total

note: City has not performed searches on Canadian or Mexican territories but is interested in doing so if available.