

June 27, 2017

**Via Email and Hand Delivery**

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Re: **Parking Demand & Smart Enforcement Parking System**  
**RFQ No.: 871-11828**  
**Bid Date: November 2, 2016**  
**Notice of Intent to Award: June 20, 2017**

Dear Ms. Alvarez:

This firm represents Conduent State & Local Solutions, Inc. (f/k/a Xerox State & Local Solutions, Inc.) ("Conduent") in the above referenced matter. On behalf of Conduent, we are filing this Formal Protest ("Protest") in accordance with the City of Fort Lauderdale's ("City") procedures set forth in RFQ No. 871-11828 ("RFQ")<sup>1</sup> and section 2-199.1 of the Code of Ordinances of the City of Fort Lauderdale, Florida (the "Code"). As required by section 2-199.1 of the Code, we have enclosed a nonrefundable protest application fee in the amount of Two-Hundred Dollars (\$200).

**STATEMENT OF ULTIMATE FACTS/GROUNDS FOR PROTEST**

The RFQ was issued for the stated purpose of seeking "qualified, experienced vendors or a team of vendors to provide a smart parking enforcement and parking demand (dynamic pricing) system with a mobile application." § 1.1, RFQ. The intent of this procurement was to select a vendor that would provide "optimal service at a reasonable cost." *Id.*

The RFQ required that all proposals submitted to the City be evaluated and ranked by an evaluation committee (the "Committee") based upon the weighted criteria set forth in section 5.1.5 of the RFQ. The final ranking and Committees recommendation was then required to be reported to the City Commission through and with the concurrence of the City Manager, who was required to authorize staff to commence negotiations with the top ranked proposer(s). The City, however, does not appear to have followed the process set forth in the RFQ, and has noticed its intent to award to a

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<sup>1</sup> A copy of the RFQ is attached as Exhibit "A."

non-responsive and non-responsible vendor. The RFQ process was conducted in an arbitrary and capricious manner, and contrary to the Code and RFQ guidelines, as the Committee selected a provider who failed to submit a responsive bid and that is not a responsible bidder, based in large part on factors that were not part of the stated evaluation criteria set forth in the RFQ.

Award decisions cannot be made in an arbitrary or capricious manner, but must instead be based on facts supporting the award decision. *See DOT v. Groves-Watkins Constructors*, 530 So. 2d 912 (Fla. 1988). Pursuant to the Code, “[a]wards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city taking into consideration price and the evaluation factors set forth in the request for proposals.” § 2-194(h). As set forth in more detail below, had the proposals been uniformly and fairly evaluated, as required by the RFQ, Conduent – whose proposal was the most advantageous to the City and the public – would have been selected for the award.

**I. Passport’s Proposal is Non-Responsive Because it Does Not Provide Pricing in Accordance with the RFQ’s Requirements**

Passport’s proposal is non-responsive because it flatly fails to provide firm fixed pricing as was required by the RFQ. Pursuant to section 4.2.8 (B) of the RFQ, the cost proposal must “Provide firm, fixed, costs for all services/products. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. **No other costs** will be accepted.” (Emphasis added). Section 2.11 of the RFQ further provided that failing to provide costs as required by the RFQ would render a proposal non-responsive. Passport’s proposal, however, includes “other costs” in violation of the RFQ, while completely failing to propose firm fixed costs for Passport’s proposal as the RFQ required.

While, as noted below, Passport proposes costs outside the scope of the RFQ, more fundamentally, even for those costs that would have been within the scope of the contract, Passport failed to provide firm fixed costs, at either the initial response or BAFO stages, as the RFQ mandated. Each of Passport’s cost proposals is replete with opaque references to additional costs and fees that may be charged to the City, with no identification of what these costs or fees would amount to, much a less a disclosure of firm fixed costs as the RFQ required. Passport’s proposal was thus, as provided for in section 2.11 of the RFQ, non-responsive and ineligible for award.

By way of example, Passport’s initial cost response included only an “estimated” cost of camera installation, along with a “Note” stating that:

**Camera installation costs may vary** depending on the availability of a network connection. In the absence of an available network connection, the cameras will be equipped with solar panels, a battery, and a cellular network receiver. **This setup carries additional costs[.]** (Emphasis added.)

Yet Passport provided no indication of how installation costs “may vary” or what “additional costs” would be incurred if solar panels, a battery, and a cellular network receiver were required for a camera. This “estimate” and disclaimer were in direct contravention to the RFQ’s cost proposal instructions. Similarly, Passport’s pricing for Camera Network Switches noted that “price may vary

if fewer cameras per switch are realized in practice,” yet provided no numerical breakdown of how the price may vary or what conditions would trigger such a variance. This “pricing” from Passport leaves the City entirely unable to determine what Passport’s system would cost in practice, and directly contradicts the RFQ’s demand that firm, fixed pricing be provided.

Similarly, with respect to signs and decals, Passport stated that it would “provide an initial order of information signs and decals up to specified unit prices, and will provide additional signs for cost plus an administrative fee,” but failed to state any of the information required to analyze this pricing, such as what volume would be provided with the included “initial order,” what the “specified unit prices” were, or what either the “cost” or “administrative fee” of additional signs and decals would be. Moreover, the Passport bid declares that *the City* is responsible for installing all signs and decals, and that the City “will bear the full cost of such installation.” In addition, the Passport bid deems that the City will be responsible for paying all merchant processing costs, but provides no information as to what those costs are.

Perhaps most troublingly, Passport’s RFQ cost proposal quietly declares that the City will be responsible for the costs of integrating with payment gateways, but provides no information regarding what this crucial task will cost the City. In the Q&A portion of the RFQ, the City was asked the following question and provided the following response:

Sections III- Scope of Services 3.3.A Enforcement: Are the City’s vendors under contract to provide these inquiry and payment interfaces with the City? **If not, who will bear the cost of developing these interfaces?** - Nov 17, 2016 11:15:57 AM CST

Answer - Dec 07, 2016 12:35:13 PM CST

The City’s vendors are not under contract to provide these inquiries and payment interfaces. **The cost of these interfaces will be incurred through this proposal.** (Emphasis added.)

Notwithstanding this clear statement that the RFQ was intended to establish the costs of developing interfaces, Passport, through the small print “Additional Terms and Conditions” affixed to its cost proposal, notes in passing that the City will be responsible for paying to develop these interfaces, but provides no cost proposal – not even an estimate – of what it will cost the City to have Passport develop such interfaces:

**The Client may be responsible for paying the cost of all software development work necessary to integrate with certain existing payment gateways or merchant accounts.**

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**Passport will charge custom development fees for certain custom feature requests that are not integration into Passport's general technology platform, and may charge expedite fees for early**

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**development of features** that will be integrated into passport's general technology platform. (Emphasis added.)

Here, again, Passport has entirely failed to price one of the critical elements of these services, and as a result has rendered it impossible for the City to know what it is agreeing to with Passport, or what the costs that it will be expected to bear are.

In a recurring trend, throughout Passport's cost proposal, Passport notes that there will be additional fees and costs for performing core work proposed by Passport, but provides no indication whatsoever of what these fees and costs will be – in direct contravention of the RFQ's requirement that firm, fixed costs, including a line item breakdown of **all costs**, including labor, equipment, materials, parts, maintenance and warranty be provided. Passport flatly failed to offer any costs at all, much less a line item breakdown, of huge components of the labor, equipment, materials, and parts required to implement its system, instead simply stating that, in the future, the City will be charged some unknown amount for such items.

Each of these fatal flaws recurred in Passport's BAFO cost proposal, where Passport carried over each of the foregoing caveats and opaque statements about additional, undisclosed costs that would be incurred. In addition, Passport further caveated its BAFO pricing, adding additional language making its cost proposal even less "firm" and even less "fixed" – in direct contravention of the unambiguous requirements of the RFQ. While, as noted above, the RFQ required a line item breakdown of **all costs**, including **equipment, materials, parts, maintenance and warranty**, Passport's BAFO added the following statement revealing that these items not only had not been priced on a line item basis, but instead were not provided in Passport's cost proposal *at all*:

**In order to ensure the needs of this project are met now and in the future, upon request of the City, Passport shall purchase or otherwise provide additional parking technology equipment, spare parts, and related products, parking technology related software, and warranty or maintenance service contracts. The City will reimburse the Contractor for the direct costs of the equipment and any related software or warranty service contracts. The City will pay Passport an administrative fee that is a percentage of the cost of equipment, software, and services provided at a rate that would be defined and mutually agreed upon by Passport and the City in advance of work being completed. (Emphasis added.)**

Thus, far from providing a line item breakdown of costs for equipment, parts, warranty and service contracts, as the RFQ required, Passport instead presented an entirely illusory price proposal, stating that it will gladly provide these items, at some unknown and undisclosed cost, plus an unknown and undisclosed additional fee, if the City will later agree to pay for them.

Accepting this flawed offering is completely contrary to sound procurement policy and law, as Passport has presented an entirely illusory cost proposal that promises only to spring additional

costs on the City at a later date when the City is no longer in a position to take advantage of other, better offers. Further, the BAFO price proposal reveals that, rather than the firm fixed cost required by the RFQ, Passport's installation costs are only "best-estimate pricing" based on "discussions" with installers. Moreover, Passport's BAFO cost proposal repeatedly, including on page 5, notes that the costs identified by Passport are "subject to change." By definition, costs that are "subject to change" are not the "firm fixed costs" that the RFQ required vendors to propose.

Simply stated, Passport simply refused to provide, at either the response or BAFO stage of the RFQ, the firm fixed pricing required by the City's RFQ. Passport's pricing is instead entirely illusory, omitting many material and significant costs while noting in passing that the City *will* be required to pay for such items, at cost and fee levels to be disclosed at a later date, while noting that even this materially incomplete price offering itself is only based on "best estimates" and "subject to change." There is no way for the City to determine, based on Passport's RFQ response and BAFO, what the ultimate cost to the City of contracting with Passport would be. Passport's provision of such incomplete and qualified pricing is contrary to the terms of the RFQ, contrary to Florida procurement law, and precludes the City from contracting with Passport.

In addition, Passport proposes to charge the City additional costs outside the scope of the contract contemplated by the RFQ. The RFQ defines the scope of services pertaining to enforcement as follows:

**A. Enforcement**

- 1) Enhance the efficiency of enforcement through technology that by provides street and space location of violations, types of violation, and efficient routes.
- 2) Live real-time enforcement system providing accurate information of payment, permits, violations and vehicle/customer history.
- 3) The ability to integrate with City's current software, equipment and payment options. Current software packages in use are Meter Management, T2 Flex, Boss, Global, and Pay-By-Phone.
- 4) Point-of-Transaction flexibility - ability to take credit card payments via citation device.
- 5) Bluetooth technology and latest cellular technology.
- 6) Citation device that captures both pictures and video that can be attached to citation.
- 7) Thermal printers with high performance battery (last longer than eight hours on a single charge).

§ 3.3(A)(1), RFQ. Passport's proposal, however, includes the following offerings, which are not included in the foregoing scope of services:

- Lockbox automation and processing
- Data conversion from the current violations processing vendor (T2) to Passport
- Name and address acquisition
- Digital permit processing
- Administrative appeals and in-app and online citation payments
- Notice mailing
- Fine escalation
- Citation hosting and account management
- Telephone payment and call center support
- Parking meter pay by cell/app services

Rather than offering firm fixed costs for in scope items, as required by the RFQ, Passport's proposal includes fees covering both items within, and outside, the scope of the RFQ. Specifically, Passport's proposal includes:

- A per transaction fee of \$.15/meter payment using their mobile app (out-of-scope)
- \$12,500/month for consulting services
- Occupancy detection costs of \$2/space/month for real-time occupancy detection (estimated 10,000 spaces); \$3/space/month for data integration and dashboards (estimated 10,000 spaces); \$50 per camera (estimated 500 cameras); \$400 per camera network switch (25 assuming each switch can cover 20 cameras each); \$100 per camera configuration fee; \$20 estimated camera installation fee
- \$3 fee/citation paid online (out-of-scope)
- \$1.50/notice mailed including address acquisition (out-of-scope)
- 15% of every citation collected post notice (out-of-scope)
- Warranty fees for equipment

The inclusion of these "other costs" directly violates the requirements in the RFQ.

Moreover, Passport's proposal for the following services set forth in section 3.3 of the RFQ are not itemized and segregated from the pricing for out-of-scope services like citation processing:

- Enhance the efficiency of enforcement through technology that provides street and space location of violations, types of violation, and efficient routes.
- Live real-time enforcement system providing accurate information of payment, permits, violations and vehicle/customer history.
- The ability to integrate with City's current software, equipment and payment options. Current software packages in use are Meter Management, T2 Flex, Boss, Global, and Pay-By-Phone.

Thus, it is clear that Passport's proposal did not provide pricing as required by the RFQ, as it failed to provide firm, fixed, costs for all services, and its pricing included costs for other services that, pursuant to section 4.2 of the RFQ, should have never been accepted.

Florida procurement law is unequivocal that, where a governmental entity's action does not follow the stated bid procedures or the entity acts contrary to the procedures or bid documents, the entity's action is both arbitrary and capricious, and clearly erroneous. *See Emerald Correctional Mgmt. v. Bay Cnty. Bd. of Cnty. Comm'rs*, 955 So. 2d 647, 653 (Fla. 1st DCA 2007) (“[A] public body is not entitled to omit or alter material provisions required by the RFP because in doing so the public body fails to inspire public confidence in the fairness of the [RFP] process.”) (quoting *Dep't of Lottery v. Gtech Corp.*, 816 So. 2d 648 (Fla. 1st DCA 2001)); *Coin Laundry Equip. v. Univ. of W. Fla.*, Case No. 96-0962BID, (Fla. DOAH July 5, 1996; Fla. UWF Oct. 1, 1996) (“The failure of a public entity to follow its own bid specifications is an arbitrary and capricious act and undermines the integrity of the bid process.”).

Accordingly, because the City failed to follow the stated requirements of the RFQ, and acted contrary to procedures set forth in the RFQ when it accepted Passport's highly caveated and materially incomplete pricing proposal, which left material pricing elements entirely unstated so that the City could have no idea of what it would truly cost to implement Passport's solution, and accepted the included “other costs” in Passport's proposal, the City's awarding of the Contract to Passport was arbitrary and capricious and clearly erroneous. Passport's submission of a non-compliant cost proposal, as section 2.11 of the RFQ made clear, rendered Passport's proposal non-responsive and required the rejection of the Passport bid.

## **II. Passport's Proposal Takes Exception to Mandatory Terms of the RFQ and is thus Non-Responsive and Ineligible for Award**

The RFQ repeatedly provided that exceptions and variances from the terms of the RFQ were prohibited unless they were specifically noted and explained by the vendor, and subsequently accepted by the City. By way of example, section 2.1 of the RFQ noted that:

The requirements appearing in this RFQ will become a part of the written contract between the City and the Successful Proposer. Any exceptions to any of the requirements under Terms and Conditions must be specifically noted in writing and explained by the Proposer in its Proposal as a condition to becoming part of the subsequent Contract.

Section 1.07 of the City of Fort Lauderdale's General Conditions, entitled “Variances,” further provided that:

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.

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The mandatory Bid/Proposal Certification page included a place where vendors were required to identify any variances or exceptions that they took to the terms of the RFQ, stating as follows:

If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response.

Passport responded by indicating that they did not take any variance or exception to the terms of the procurement. This statement, however, was flatly false. Passport's proposal is replete with exceptions to the terms of the procurement. As identified below, these exceptions include the vast changes to the procurement's scope of work proposed by Passport. More fundamentally, and more obviously, however, Passport proposed material and significant modifications to the termination provisions of any resulting contract, but did so in a manner whereby they did not note the exception, but instead buried it within their price proposal.

Sections 5.09 and 5.10 of the City's General Terms and Conditions set forth the termination rights that would be included in any resulting contract, generally providing for *the City* to have the ability to terminate for cause, and the ability for *the City* to terminate for convenience *on 30 days notice*, providing as follows:

**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.

Passport, however, hid within its price proposal an exception that would severely alter the parties' termination rights, providing a right for *the Contractor* to likewise terminate for convenience, and requiring the City to provide *60 days notice* prior to any such termination, rather than the 30 days notice required by the City's General Terms and Conditions:

**Termination:**

**Either party may terminate this Agreement for convenience by providing sixty-days written notice to the non-terminating party.**

Passport Price Proposal at p. 5 (emphasis added). Passport likewise carried this non-compliant condition over into its BAFO proposal. *See* Passport BAFO at p. 4. However, at no time does it appear that Passport identified this significant exception, to a material term of the City's proposed contract, to the City in the manner required by the RFQ.

Because Passport took exception to material terms of the solicitation, in a manner not authorized by the RFQ, Passport's bid was non-responsive. Moreover, because Passport falsely certified that it *had not* sought any variances from, or taken exception to, the RFQ, Passport is a non-responsible vendor who is ineligible for contract award. *See Little Havana Activities and Nutrition Centers of Dade County, Inc. v. Agency for Health Care Admin.*, Case No. 13-0706BID at ¶110 (Fla. DOAH May 15, 2013) ("Little Havana certified in its response that it was currently operating as an HMO, but the certification was untrue. AHCA must be able to rely on the certifications made by its contractors, and Little Havana's failure to make truthful certifications demonstrates that Little Havana is not a responsible vendor.").

**III. The Notice of Intent to Award is Clearly Erroneous because Passport Failed to Meet Mandatory Requirements, Included False or Misleading Material in its Response, and is not a Responsible Bidder**

The City's determination to award the contract to Passport was erroneous, contrary to competition, and arbitrary and capricious because Passport is not a qualified responsible bidder. The Code defines "responsible bidder" as "a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance." §2-173, Code. Passport is not a responsible bidder because not only does it not have the capability to provide smart parking guidance systems as required by the RFQ, but also several of the experience representations made by Passport in its proposal were vastly overstated and misleading. The inclusion of misleading or false statements in a bid response calls into question the trustworthiness of a vendor and can render that vendor non-responsible. *See Little Havana Activities and Nutrition Centers of Dade County, Inc. v. Agency for Health Care Admin.*, Case No. 13-0706BID at ¶110 (Fla. DOAH May 15, 2013) ("Little Havana certified in its response that it was currently operating as an HMO, but the certification was untrue. AHCA must be able to rely on the certifications made by its contractors, and Little Havana's failure to make truthful certifications demonstrates that Little Havana is not a responsible vendor.").

In order to meet the minimum qualifications required by the RFQ, vendors must have sufficient experience providing smart parking guidance systems at a level of complexity similar to that sought by the City:

Proposers should be in the business of smart parking guidance systems and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

§2.14, RFQ. In addition, the RFQ requires certain personnel to have requisite experience in the implementation of smart parking guidance systems:

Proposer or principals shall have relevant experience in smart parking guidance systems. Project Manager assigned to the work must have experience in smart parking guidance systems implementation and have served as project manager on similar projects.

§2.14(A), RFQ. Failure to satisfy this requirement “may result in the proposal being deemed non-responsive.” *Id.*

a. Passport is Unable to Provide the Smart Parking Guidance System

Passport does not have the experience necessary to satisfy these requirements, as currently it is not capable of providing the predicted street and space location of violations, the violation type, or the most efficient route for enforcement.<sup>2</sup> Indeed, page 54 of Passport’s proposal notes that it would implement its predictive model “**over a period of 5-10 years.**” This statement confirms that, not only does Passport not currently possess the systems it describes – which are simply vaporware, have not even been developed, and Passport has never deployed in any city – Passport will also not *ever* be able to comply with these requirements of the RFQ within the term of any resulting contract. The RFQ contemplates a contract term of three years, with one optional one year extension. Passport, on the other hand, proposes that it will develop the services that the City is currently seeking to procure *between two and seven years after any resulting contract between the City and Passport would have already expired.* It defies logic to contract with a vendor for services *that even the vendor admits* that it will be unable to provide until years *after* the contract for such services has already ended.

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<sup>2</sup> Passport’s assertion on page 54 of its response that it is “the only provider who currently livetracks the routes of each officer, provides a history of routes, and creates a heat map report based on the citation density” is simply false.

In addition, the RFQ indicates that the successful vendor must be able to have the technology to increase parking management efficiency. Specifically, the vendor must: "Enhance the efficiency of enforcement through technology that by provides street and space location of violations, types of violation, and efficient routes." §3.3 (A)(1), RFQ. Per Passport's proposed development schedule, it does not currently have technology that provides enforcement routing. As noted above, Passport does not currently have the capability to provide the City with efficient routes through a parking enforcement guidance platform, and even Passport itself admits that it would not be able to "phase in" such a system until long after the three year term of the contract had come and gone.

Conduent, however, actually has the operational capability to provide this functionality, and has applied for eight patents related to the routing of parking enforcement officers; indeed components of Passport's offering and proposed methodology may encroach on those Conduent applications. Accordingly, because Passport is currently not capable of providing the Smart Guidance System, Passport is not a responsible bidder, its proposal should have been deemed non-responsive, and Conduent, the only qualified and responsible bidder, should have been awarded the contract.

b. Passport and its Subcontractor are Unqualified to Provide Dynamic Pricing Systems

Passport and its subcontractor, Dixon Resources Unlimited ("Dixon") are also unqualified to provide dynamic pricing systems. The RFQ specifies that vendors are required to implement a sophisticated dynamic pricing system. Specifically, the "Scope of Services," includes the following:

**B. Dynamic Pricing System**

- 1) Improve parking utilization and customer awareness of parking availability.
- 2) Identify City's parking and utilization through web-based software.
- 3) Technology assessment and specifications that will be used to determine utilization (sensors, cameras, existing revenue equipment, signage, etc.) as well as utilization accuracy and communication with current City's software and equipment.
- 4) Develop a dynamic pricing policy which includes implementation and management. A proposed rate structure and rate setting policy, communication strategy, management and operation strategy, data management plan, and implementation strategy.
- 5) Develop a mobile application for external customer to help identify available parking.
- 6) Develop marketing material to promote the program to the community and stake holders.

§ 3.3(B)(1), RFQ. Neither Passport nor Dixon have a system in place to provide dynamic pricing recommendations. Moreover, Passport has not implemented this model in its proposal, which it says

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is “configured such that the City is able to manipulate certain data points to predict the outcome [of specific pricing changes].” Passport Response at p. 9, and Passport’s proposal belies the risks and costs associated with this technology.

Question 10 from the City’s Vendor Q&A process during the RFQ reinforced that the city sought “concrete examples” of where the vendor has delivered the proposed solution:

Section III- Scope of Services: Is the City looking for concrete examples as to where this solution has been delivered successfully? -  
Nov 14, 2016 3:22:18 PM CST

Answer - Nov 16, 2016 8:00:15 AM CST

The City is looking for concrete examples as to where the proposed solution has been delivered and its successes.

Passport, however, was unable to identify any “concrete examples” of where it has successfully implemented the proposed solution – chiefly because none exist. As noted above, the solutions proposed by Passport are vaporware and simply do not exist, and as a result have not been implemented by Passport anywhere. Indeed, many of the purported examples of “dynamic pricing and enforcement systems” cited by Passport on page 45 of its proposal are simply projects for implementing mobile payments for parking citation management, work that does not constitute a “dynamic pricing and enforcement system,” and indeed is not even within the scope of this RFQ.

Additionally, neither Passport nor Dixon have the requisite experience with dynamic pricing. Passport’s proposal makes the misleading claim that it has “industry leading dynamic pricing expertise,” and vastly overstates Dixon’s role with respect to SFPark in San Francisco. Neither Passport nor Dixon established dynamic pricing policy in San Francisco, including pricing segments and hourly rate recommendations, or developed the dynamic pricing software. Had the City conducted the appropriate due diligence, however, it would have found that Passport greatly overstated its and its subcontractor’s experience and was not a responsible bidder. Indeed, Steve Lee, Manager, Financial Services and Revenue Contracts for the San Francisco Municipal Transportation Agency (“SFMTA”), can clarify the extent of Dixon’s role in managing SFPark.<sup>3</sup>

c. Passport Failed to Disclose that One its Recommenders is an Employee of Passport

The Passport proposal includes a case study for the City of New Haven, which includes a quote from Mike Mohler, Deputy Director of Transportation, Traffic, and Parking for the City of New Haven. Mr. Mohler had contract management authority over Passport and worked for New Haven when Passport was awarded citation processing and pay by cell contracts. Mr. Mohler provided a glowing reference for Passport in their Proposal; however, troublingly, the proposal failed to disclose that *Mr. Mohler is an employee of Passport*. Indeed, he was hired after New Haven awarded the foregoing contracts to Passport in July 2016.

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<sup>3</sup> Mr. Lee can be reached via email at [Steven.Lee@SFMTA.com](mailto:Steven.Lee@SFMTA.com) or by telephone at 415.701.4592.

At the very least, Passport should have disclosed that it now employs Mr. Mohler. Its failure to do so renders the case study misleading by suggesting that Mr. Mohler's reference came from a disinterested government official. Moreover, combined with Passport's misrepresentation relating to Dixon's experience, the omission of Mr. Mohler's employment with Passport casts doubt on the reliability and integrity of Passport.

**IV. Awarding the Contract to Passport was Arbitrary and Contrary to the City's Procurement Code**

The RFQ process was not in compliance with the Code or the RFQ because the award was ostensibly made through considerations of services that were not set forth in the RFQ. Section 3.3 of RFQ sets forth the scope of the services to be provided ("Services"), and section 5.1.5 enumerates the evaluation criteria the Committee must use in evaluating proposals to provide the Services, which include: (1) Qualifications and Experience with Similar Projects; (2) System Features and Functionality; (3) Maintenance, Accuracy and Warranty; (4) Project Approach including Schedule; (5) Overall Ability to meet City's Goals; and (6) Oral Presentation/Interview.

Section 2-194(h) of the City's Procurement Code requires that awards "shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city taking into consideration price and the evaluation factors set forth in the request for proposals." Moreover, the RFQ requested that the proposals "avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ." §4.2, RFQ. Passport's proposal not only contained information for services in excess of what was requested in the RFQ, but the Committee considered these out-of-scope services when evaluating Passport's proposal.

Specifically, Committee Member Starla Shepherd considered Passport's provision of the following out-of-scope services in her Committee Scoring Sheet: "Issue permits," "Automated notification letters w/fine escalation," "digital waitlisting," "permits via LPN w/online application," and "email reminder for permits." These out of scope services are all included as components of Passport's proposed citation management system and represent services not requested by the RFQ,<sup>4</sup> yet the evaluation of these out-of-scope services was ultimately used in the selection of Passport. Indeed, Passport's proposal to provide these out-of-scope services, and apparently replace the

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<sup>4</sup> Indeed, questions 7 and 20 of the City's Q&A to vendors identified the contractors providing these services as vendors with whom the ultimate awardee would need to work to implement the contract. By specifically identifying these vendors, and the remaining terms of their existing contracts, the City made clear that its intent was not to duplicate the work required under its existing contracts, outside the scope of the RFQ, or to replace current vendors, but instead for proposers to, as the City noted, integrate with these existing systems. Had the City made clear that it would consider replacing its existing vendors through this contract, other vendors such as Conduent – who have much more experience in the area, and are better qualified than Passport to provide such services – could have likewise proposed to take over such work.

City's existing vendors, actively seeks to interfere with the City's existing contracts, without any invitation from the City in the RFQ to do so.

Had the City intended to include these out-of-scope services in the RFQ, it was required to transmit the changes to the scope of services "by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFQ." §2.4, RFQ. This would have allowed all vendors to include in their proposals such expanded services. However, no such changes were made by official written addendum or otherwise. Accordingly, the RFQ selection process was not conducted in accordance with the RFQ requirements or the Code and therefore the Notice of Intent to Award to Passport violated the City's procurement regulations.

**V. The Evaluation Committee's Failure to Record Meetings with Vendors Violated Florida Law**

On information and belief, the Evaluation Committee failed to record oral presentations made by vendors in violation of Florida's Sunshine Law. Vendors made oral presentations to the Committee on or around February 9, 2017. Representatives from Conduent arrived early for their presentation and were told that the Committee was in another meeting. On information and belief, another vendor was making an oral presentation to the Committee at that time. When Conduent made its oral presentation to the Committee, Conduent was given no notice that the meeting was being recorded, nor were there any clear indications that the meeting was being recorded. For example, there were no video cameras setup, and none of the Conduent representatives were given a microphone. The Committee's failure to record these meetings violated Florida law.

Meetings of local government officials, including meetings of municipal corporations such as the City, are required to be open to the public:

All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting.

§ 286.011(1), Fla. Stat. Purchasing committees are subject to these Sunshine Law mandates. See *Silver Express Co. v. Dist. Bd. of Trs. of Miami-Dade Comm. College*, 691 So. 2d 1099, 1100-01 (Fla. 3d DCA 1997). Actions taken in violation of the Sunshine Law are void *ab initio*. See *Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974); see also *Silver Express*, 691 So. 2d at 1101.

Certain meetings with vendors involved in competitive solicitations are exempted from this provision, and are not required to be open to the public:

Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at

which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

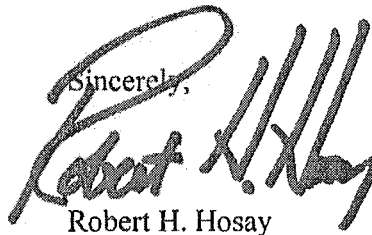
§ 286.0113(b)1., Fla. Stat. However, meetings that are exempted from the requirement to be open to the public, must nevertheless be recorded. Section 286.0113(2)(c)1, Florida Statutes, provides that "A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record."

On information and belief, the Committee violated section 286.0113(2)(c)1., Florida Statutes by failing to record oral presentations made by vendors to the Evaluation Committee. Moreover, because no public meeting appears to have been held to determine what vendors to "short-list" and advance to negotiations – a formal act that crystallizes the decision making process and thus cannot occur outside of the Sunshine, *see Silver Express*, 691 So. 2d at 1100 – the Sunshine Law appears to have been violated in this regard as well. Because the procurement violated the Sunshine Law, the City's intended award to Passport is void *ab initio*.

#### CONCLUSION

Here, it is clear that the City chose not to follow the procedures that it set out in the RFQ or the Code, and the RFQ was therefore fatally flawed and was conducted in an anti-competitive way that denied Conduent a full and fair opportunity to be awarded the contract. Conduent is a responsible bidder whose proposal is most advantageous to the city taking into consideration price and the evaluation factors set forth in the RFQ and therefore, pursuant to the explicit terms of the RFQ, the contract should have been awarded to Conduent. Accordingly, given that the City has directly failed to follow its stated bid procedures, the City's noticing of its intent to award the contract to Passport was arbitrary and capricious, contrary to competition, and clearly erroneous.

Therefore, Conduent respectfully requests that the City withdraw its notice of intent to award to Passport and issue a new notice, noticing its intent to award the contract resulting from the RFQ to Conduent. In the alternative, Conduent respectfully requests that the City withdraw its notice of intent to award to Passport and conduct a new procurement for the services sought by the RFQ. Conduent reserves the right to amend this protest as additional facts are obtained through discovery and the review of additional records.

Sincerely,  
  
Robert H. Hosay

Attachments:

# EXHIBIT A



## **Solicitation 871-11828**

# **Parking Demand & Smart Enforcement Parking System**

**Bid Designation: Public**



**CITY OF FORT LAUDERDALE**

## **City of Fort Lauderdale**

## Bid 871-11828 Parking Demand & Smart Enforcement Parking System

Bid Number **871-11828**  
Bid Title **Parking Demand & Smart Enforcement Parking System**

Bid Start Date **Nov 2, 2016 1:54:36 PM EDT**  
Bid End Date **Dec 8, 2016 2:00:00 PM EST**  
Question & Answer  
End Date **Nov 21, 2016 5:00:00 PM EST**

Bid Contact **Laurie D Platkin**  
**Procurement Specialist II**  
**Finance - Procurement Division**  
**954-828-5138**  
**lplatkin@fortlauderdale.gov**

Pre-Bid Conference **Nov 16, 2016 9:00:00 AM EST**  
**Attendance is optional**  
**Location: Conference bridge telephone number:**  
**954-828-7900**  
**(Meeting ID/Access Code: 994 790 190)**  
**1. Dial the Conference Telephone #**  
**2. Follow the prompts, entering your meeting ID or host password when required**  
**3. Say your name after the tone**

### Description

The City of Fort Lauderdale (City) Transportation and Mobility (TAM) Department, Parking Services Division seeks qualified, experienced vendors or a team of vendors to provide a smart parking enforcement and parking demand (dynamic pricing) system with a mobile application. The submission will demonstrate how the City of Fort Lauderdale parking operations can assess and implement a parking demand (dynamic pricing) and enforcement system, as well as provide enhancements and interoperability with the City's parking equipment to meet the City's need to enhance parking utilization and meet the City's goal of less traffic congestion.

For additional information go to [www.BidSync.com](http://www.BidSync.com).

### Important Calendar Dates:

Proposal Due Date/ Time 2 pm (Deadline): **12/08/16**  
Invitations to Responsive & Responsible Bidders: **12/15/16**  
Oral Presentations: **01/05/17**

City of Fort Lauderdale  
Title: Parking Demand (Dynamic Pricing) and Smart Enforcement Parking System  
RFQ # 871-11828

## SECTION I – INTRODUCTION TO REQUEST FOR QUALIFICATIONS

### 1.1 PURPOSE

The City of Fort Lauderdale (City) Transportation and Mobility (TAM) Department, Parking Services Division seeks qualified, experienced vendors or a team of vendors to provide a smart parking enforcement and parking demand (dynamic pricing) system with a mobile application. The submission will demonstrate how the City of Fort Lauderdale parking operations can assess and implement a parking demand (dynamic pricing) and enforcement system, as well as provide enhancements and interoperability with the City's parking equipment to meet the City's need to enhance parking utilization and meet the City's goal of less traffic congestion.

The City's objective is to select a firm or firm team to obtain optimal service at a reasonable cost. The City intends to implement a state-of-the-art "System(s)" with technology that will deliver intelligent dynamic pricing, efficient enforcement, and mobile application system that optimize the City's parking programs and delivers convenient solution for our customers while achieving maximum parking utilization and less traffic congestion through parking.

This plan is for the City's Transportation and Mobility Department, Parking Services Division in accordance with the terms, conditions, and specifications contained in this RFQ in a timely and cost effective manner.

### 1.2 SUBMISSION DEADLINE

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, Suite 619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

### 1.3 PRE-PROPOSAL CONFERENCE

There will be a pre-proposal phone conference for this Request for Qualifications. On **November 16, 2016, at 9:00 A.M.**, the City has scheduled a pre-proposal conference bridge with the City staff to answer any questions that might arise.

Conference bridge telephone number: **954-828-7900 (Meeting ID/Access Code: 994 790 190)**

While attendance is not mandatory, it is the sole responsibility of the Proposer to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal meeting and/or site visit. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 BIDS SYNC

The City of Fort Lauderdale will use BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute this RFQ, including but not limited to soliciting proposals, issuing addenda, posting results and issuing

notification of an intended decision. There is no charge to proposer to register and download the RFQ from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync. Responses must be submitted in a sealed envelope marked on the outside with the RFQ number to the City of Fort Lauderdale, at the address indicated in SECTION IV – SUBMITTAL REQUIREMENTS.

**Contractors Please Note**

No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFQ.

Information on bid results and projects currently out to bid can be obtained on the City's website: <http://fortlauderdale.gov/departments/finance/procurement-services>. For general inquiries, please call (954) 828-5144.

**1.5 POINT OF CONTACT**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist II, Laurie Platkin, at (954) 828-5138 or email at [LPlatkin@fortlauderdale.gov](mailto:LPlatkin@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFQ Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site).

*END OF SECTION*

## **SECTION II SPECIAL TERMS AND CONDITIONS**

Below are standard contract terms and conditions that the City expects to be part of any agreement with the Successful Proposer(s). Contract terms in the final agreement should include but will not be limited to those listed below.

### **2.1 GENERAL**

These General Terms and Conditions shall be made a part of and govern any Contract resulting from this RFQ.

The requirements appearing in this RFQ will become a part of the written contract between the City and the Successful Proposer. Any exceptions to any of the requirements under Terms and Conditions must be specifically noted in writing and explained by the Proposer in its Proposal as a condition to becoming part of the subsequent Contract. The contract between the parties (the Contract) will consist of the written Contract, the RFQ together with any modifications thereto, and the Successful Proposer's proposal, together with any Statement of Work resulting from negotiations and modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. The Contract may also be amended following execution by written contract between the parties, which recites the nature of the amendment and the fact that it is to be an amendment to the Contract.

### **2.2 RFQ DOCUMENTS**

The proposer shall examine this RFQ carefully. The submission of a proposal shall be prima facie evidence that the Respondent has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Respondent from liability and obligations under the contract.

### **2.3 INSTRUCTIONS**

Careful attention must be given to all requested items contained in this RFQ. Vendors are invited to submit responses in accordance with the requirements of this RFQ. PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL. Vendors must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Vendor's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

### **2.4 ADDENDA, CHANGES, AND INTERPRETATIONS**

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFQ. Under no circumstances shall an oral explanation be given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive

solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

## **2.5 DISCREPANCIES, ERRORS AND OMISSIONS**

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated into the RFQ. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

## **2.6 CHANGES AND ALTERATIONS**

Vendor may change or withdraw a proposal at any time prior to proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

## **2.7 AWARD OF CONTRACT**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

## **2.8 NEGOTIATIONS**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a technical and monetary standpoint. In the City's best interest, the City reserves the right to negotiate all terms, pricing, deliverables, and services.

The Selection and Evaluation Committee will score and rank all responsive proposers and submit the results of their evaluation to the City Manager or designee with their recommendation. The City Commission, City Manager or City Manger's designee will determine with which Proposer(s) the City shall negotiate, if any. In its sole discretion, the City may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

## **2.9 UNAUTHORIZED WORK**

The successful contractor(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Contractor(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the contractor(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the contractor(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

## **2.10 PROPOSERS' COSTS**

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

**2.11 PRICING/DELIVERY**

All pricing should be identified on the Cost Proposal page provided in this RFQ. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFQ may deem your proposal non-responsive.

Contractor must quote a firm, fixed price for all services stated in the RFQ. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

**2.12 INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

**2.13 DISQUALIFICATION**

The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

**2.14 MINIMUM QUALIFICATIONS**

Proposers should be in the business of smart parking guidance systems and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- A. Proposer or principals shall have relevant experience in smart parking guidance systems. Project Manager assigned to the work must have experience in smart parking guidance systems implementation and have served as project manager on similar projects.
- B. Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

- C. Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- D. Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- E. Firm and those performing the work must be appropriately licensed and registered in the State of Florida.

## **2.15 RESPONSES / PROPOSAL RECEIPT**

Sealed responses will be accepted in accordance with the schedule detailed. After that date and time, responses will not be accepted. The proposers shall file all documents necessary to support its proposal and shall include them with its proposal. Proposers shall be responsible for the actual delivery of responses during business hours to the exact address indicated in the RFQ.

## **2.16 SUBCONTRACTORS**

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

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

## **2.17 Payment and Performance Bond**

2.17.1 The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price 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 Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

2.17.2 The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

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



**2.18 INSURANCE**

The Respondents shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the trial and contract periods. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the proposer's expense.

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

The proposer's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the

Respondents that precludes coverage for work contemplated in this RFQ shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

**Commercial General Liability Insurance**

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

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

This coverage must include, but not limited to:

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

**Automobile Liability Insurance**

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

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

### **Professional Liability (Errors & Omissions)**

#### Consultants

Limits: \$1,000,000 per occurrence

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

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

Certificate holder should be addressed as follows:

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

### **2.19 INSURANCE – SUBCONTRACTORS**

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

### **2.20 SCRUTINIZED COMPANIES LIST**

In accordance with Florida Statute 287.135 as amended, any company, principals, or owners listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria are prohibited from submitting a bid, proposal or response to a City of Fort Lauderdale solicitation for goods or services in an amount equal to or greater than \$1 million. Therefore, if applicable, each company submitting a bid, proposal or response to a solicitation must certify to the City that it is not on either list at the time of submitting a bid, proposal or response. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria.

By submitting a bid, proposal or response, the company, principals, or owners certify that they are not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

### **2.21 SAMPLE CONTRACT AGREEMENT**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

[http://www.fortlauderdale.gov/purchasing/AWARDS/CONTRACT\\_TEMPLATE\\_SERVICES.pdf](http://www.fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf)

**2.22 DOCUMENTS FOR AWARD**

Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City. The following documents should be included in the proposer's response. (Documentation which is not included with the proposer's response must be received within three (3) business days of a request by the City).

- A. Proposer's Dun & Bradstreet Report preferably issued within three months of the proposal due date.
- B. Proposer's most recent annual report and/or audited financial statements.
- C. Proposer should acknowledge if Proposer and/or Subcontractor(s) are presently negotiating a sale, acquisition or merger, which would alter the Proposer's structure as stated in this section.

**2.23 PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

**2.24 LOBBYIST ACTIVITIES**

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

[http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist\\_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf).

**2.25 CHANGES**

In the event changes to the Services become necessary or desirable to the parties, the parties shall follow the procedures set forth in this section. A change shall be effective only when documented by a written change order executed by both parties that expressly references this Contract (a "Change Order"). The Change Order shall set forth in detail: (i) the change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed change; and (iii) a detailed analysis of the impact of the change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed change, the Successful Proposer shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Notwithstanding anything to the contrary in this Agreement and/or other components of the Contract Documents, successful Proposer shall not make changes to any production system without first notifying and obtaining prior written consent to make changes to such production from TAM's Parking Services Project Manager and Procurement.

## **2.26 DISPUTES**

In the event of any dispute between the parties arising from this RFQ, the Contract, or the services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by litigation. The Successful Proposer and TAM shall make good faith efforts to resolve any and all disputes as quickly as possible.

## **2.27 CONTRACT PERIOD**

The initial contract term shall commence upon date of award by the City or January 1, 2017, whichever is later, and shall expire three years from that date. The City reserves the right to extend the contract for one, additional one year term, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 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.

*END OF SECTION*

### **SECTION III - SCOPE OF SERVICES**

#### **3.1 GENERAL BACKGROUND**

Incorporated on March 27, 1911, encompassing approximately 36 square miles with an estimated population of 176,013, Fort Lauderdale is the largest of Broward County's 31 municipalities and the eighth largest city in Florida. The City is situated on the southeast coast of Florida, in the east-central portion of Broward County, approximately 23 miles north of Miami and 42 miles south of Palm Beach. The City shares boundaries with nine other municipalities, as well as unincorporated areas of the County. The City has 7 miles of beaches and 165 miles of canals and waterways. Tourism is Fort Lauderdale's second largest industry. In 2013, more than 13 million visitors selected Fort Lauderdale as their destination of choice. The City's population with daytime business commuters and tourists is increased by approximately fifty three percent. Fort Lauderdale is also a nighttime destination with popular museums, playhouses, theaters, bars, and restaurants.

#### **3.2 BACKGROUND**

The City of Fort Lauderdale is embarking on a multi-step approach to modernize its utilization of public parking through a parking demand system. This modernization is built on the foundation of our strategic planning documents that addressed parking including Press Play Fort Lauderdale and Fast Forward Fort Lauderdale. The Transportation and Mobility Department, Parking Services Division, manages on-street, off street parking facilities and city surface parking lots. The Parking Division uses several management strategies to improve public parking in Fort Lauderdale through parking operations technology, parking database, enforcement technology, and parking payment and permit technology.

A proposed Scope of Services is included. The proposed Scope of Services is intended to provide general information to firms wishing to submit proposals. It is the intent of the City to draw upon the expertise and experience of firms submitting proposals as to their recommendations as to the equipment, software, and exact tasks of work to accomplish City goals. The City will negotiate the detailed Scope of Services with the successful firm should the City elect to proceed with the project.

The City of Fort Lauderdale's Parking Division staff has identified a need for parking management technology. The expected goals of this new technology are listed in the below scope of services.

#### **3.3 SCOPE OF SERVICES - Refer to Exhibit A – Single Space Meter Locations**

##### **A. Enforcement**

- 1) Enhance the efficiency of enforcement through technology that provides street and space location of violations, types of violation, and efficient routes.
- 2) Live real-time enforcement system providing accurate information of payment, permits, violations and vehicle/customer history.
- 3) The ability to integrate with City's current software, equipment and payment options. Current software packages in use are Meter Management, T2 Flex, Boss, Global, and Pay-By-Phone.
- 4) Point-of-Transaction flexibility - ability to take credit card payments via citation device.

- 5) Bluetooth technology and latest cellular technology.
- 6) Citation device that captures both pictures and video that can be attached to citation.
- 7) Thermal printers with high performance battery (last longer than eight hours on a single charge).

**B. Dynamic Pricing System**

- 1) Improve parking utilization and customer awareness of parking availability.
- 2) Identify City's parking and utilization through web-based software.
- 3) Technology assessment and specifications that will be used to determine utilization (sensors, cameras, existing revenue equipment, signage, etc.) as well as utilization accuracy and communication with current City's software and equipment.
- 4) Develop a dynamic pricing policy which includes implementation and management. A proposed rate structure and rate setting policy, communication strategy, management and operation strategy, data management plan, and implementation strategy.
- 5) Develop a mobile application for external customer to help identify available parking.
- 6) Develop marketing material to promote the program to the community and stake holders.

*END OF SECTION*

## **SECTION IV - SUBMITTAL REQUIREMENTS**

### **4.1 INSTRUCTIONS**

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFQ from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit proposals in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFQ. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's

treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

- 4.1.6** One original and four hard copies plus four electronic (soft) copies of your proposal shall be delivered in a sealed package with the RFQ number, due and open date, and RFQ title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2/ – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; 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 firm.

## **4.2 CONTENTS OF THE PROPOSAL**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD/thumb drive in a paper sleeve or container. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFQ.

### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

### **4.2.2 Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.



#### 4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

#### 4.2.4 Format and Requirements

To facilitate review, Proposals should be organized in the following format and include responses to the following items:

- A. Name all persons or entities involved in the Proposal at the time of submission and identify the authorized representative(s) of the entity including contact name(s), phone number(s) and email address(s);
- B. Describe Proposer's current operations and locations. Include branding affiliation(s) as may be applicable and any other pertinent qualifications to achieve the intent of this request. Explain in as much detail as possible the type of development, if any, Proposer intends to operate;
- C. Describe in detail the Proposer's smart parking system;
- D. Define the main market drivers and barriers for the deployment of smart parking systems;
- E. Elaborate on the primary technologies of your smart parking system's features and functionality;
- F. Elaborate further on the smart parking system maintenance, accuracy and warranty;
- G. Provide insight into how large the global smart parking technology and services market is and how large it will be in terms of revenue and parking spaces by the year 2025;
- H. Describe what financing models are being used for a smart parking project;
- I. State whether Proposer is offering a shared financial and / or operational interest with the City for some of or all of the proposed development.
- J. Describe Proposer's financial capability to develop and operate the intended use;
- K. Provide a general time frame for the improvement, and/or development, as well as any additional information that may be beneficial for the City.
- L. Include any suggestions or advice regarding feasibility of this contemplated project.
- M. Detail what additional information or clarifications would be needed in order to prepare a comprehensive proposal in the future.
- N. Include a brief summary highlighting important elements of the RFQ.

Additionally, the proposal should specifically address:

- 1) A list of all dynamic pricing and enforcement systems (by location and services provided) that your firm implemented over the past five years. (Limit last 10 projects)
- 2) Photos and/or illustrations showing work completed over the past five years. (Limit last 10 projects)
- 3) A written description of your approach to the implementation. (Limit one page)
- 4) Your firm's hourly rate for consulting services.
- 5) Answer the following questions:

- a) Does your firm have a product line specific to dynamic pricing and enforcement systems?
- b) Is your firm currently or within the past 5 years been under litigation for services performed? If yes, please explain.
- c) What sustainable material(s) will you incorporate into the project?

#### 4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

#### 4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

#### 4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

#### 4.2.8 Required Forms

- A. Proposal Certification:** Complete and attach the Proposal Certification provided herein.
- B. Cost Proposal:** Provide firm, fixed, costs for all services/products. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.
- C. Non-Collusion Statement:** This form is to be completed, if applicable, and inserted in this section.
- D. Local Business Preference (LBP):** This form is to be completed, if applicable, and inserted in this section
- E. Contract Payment Method:** This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.
- F. Verification of Employment Status:** Complete and attach the E-Verify form provided herein.
- G. References**
- H. Sample Insurance Certificate:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.
- I. Business License:** Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida
- J. Addendum (if any)**

**SECTION V - EVALUATION/SELECTION PROCESS**

**5.1 EVALUATION AND NEGOTIATION PROCEDURE**

5.1.1 Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.2 The committee shall then hold discussions, conduct interviews, and/or require oral presentations with responsive and responsible firms that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s). Respondents are evaluated on both their qualifications and quality of their proposals, price is not considered in this stage. The committee will then rank the firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publically advertised Evaluation Meetings. The City may request and the firm shall provide additional information deemed necessary by the evaluation committee to conduct evaluations.

5.1.3 The final ranking and the Evaluation Committee's recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall authorize staff to commence negotiations with the top ranked proposer(s).

5.1.4 If the City Manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City.

The City uses a mathematical formula for determining allocation of evaluation criteria, to each responsive, responsible proposer. Each evaluation criteria stated in the RFQ has an identified weighted factor. Each evaluation committee member will rank each criterion, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFQ. The lowest average final ranking score will determine the recommendations by the evaluation committee to the City Manager.

**5.1.5 EVALUATION CRITERIA**

<b>CRITERIA</b>	<b>PERCENTAGE</b>
A. Qualifications and Experience with Similar Projects	15 %
B. System Features and Functionality	20 %
C. Maintenance, Accuracy and Warranty	20 %
D. Project Approach including Schedule	15 %
E. Overall ability to meet City' Goals	20 %
F. Oral Presentation/Interview	10 %
<b>PERCENTAGE TOTAL</b>	<b>100 %</b>

**5.2 CONTRACT AWARD**

The City reserves the right to award a contract to the 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 of the submittal requirements and RFQ process.

*END OF SECTION*

**SECTION VI - COST PROPOSAL PAGE**

**Proposer Name:** \_\_\_\_\_

**Note: Pricing should be included in this RFQ, but it must be submitted in a separate SEALED ENVELOPE. Sealed Pricing envelopes will be opened upon selection of proposer(s).**

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFQ.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this Request for Qualifications. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

In a separate packet include a line item breakdown of all costs including but not limited to labor, equipment, materials, parts, maintenance and warranty.

Note: It is the Proposer's responsibility to provide a clear understanding of ALL costs associated with each component listed.

**Submitted by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**EXHIBIT A**  
**SINGLE SPACE METER LOCATIONS**

<b>STREETS</b>	<b>METERS</b>
<b>Alhambra</b> (A1A to N Birch Road)	3 1 H/C
<b>Andrews Ave</b> (W Side - SW 15 St & SW 16 St)	13 1 H/C
<b>Andrews Ave</b> ( E Side - SE 16 St & SE 17 St)	9 1 H/C
<b>Andrews Ave</b> (W Side - SW 13 St & SW 14 St)	10 1 H/C
<b>Andrews Ave</b> (W Side - SW 16 St & SW 17 St)	7 1 H/C
<b>Andrews Ave</b> (E Side - SE 15 St & SE 16 St)	11 1 H/C
<b>Andrews Ave</b> (E Side SE 5 St & SE 6 St)	6
<b>Auramar</b> (A1A to Breakers)	7 1 H/C
<b>Bayshore</b> (Between Intracoastal Waterway & A1A)	16
<b>Bayview Drive</b> (N of E Oakland Park Blvd)	3
<b>Belmar Street</b> (A1A to Breakers)	11 1 H/C
<b>Birch Road</b> East	7
<b>Birch Road</b> (E Las Olas-Las Olas Circle, E Side Intercoastal Waterway)	19
<b>Breakers Avenue South</b> (Vista Mar - Rio Mar)	48 6 H/C
<b>Crossroads</b> (2621 N Federal Hwy by Egg & You )	4 3 H/C
<b>E Commercial Blvd</b> (S Side -NE 28 Ave to NE 26 Ave)	16 2 H/C
<b>E Commercial Blvd</b> (N Side - NE 28 Ave to NE 26 Ave)	12 2 H/C 14 Meters temporary removed
<b>E Commercial Blvd</b> (N Side- Dupont to Bayview Dr)	31 4 H/C
<b>E Commercial Blvd</b> (N Side- NE 28 Ave Bayview Dr)	45 3 H/C
<b>E Commercial Blvd</b> (N Side-NE 24 Terr to NE 25 Ave)	20 3 H/C
<b>STREETS</b>	<b>METERS</b>
<b>E Commercial Blvd</b> (S Side- Bayview to 3100 Blk)	22 3 H/C (1) 5 Min Drop off

## EXHIBIT A

### SINGLE SPACE METER LOCATIONS

<b>E Commercial Blvd</b> (S Side- NE 28 Ave to Bayview)	27 3 H/C
<b>E Commercial Blvd</b> (S Side-NE 24 Terr to NE 25 Ave)	17 3 H/C
<b>E Oakland Park Blvd</b> (S Side Middle River to NE 26 Terr)	8 2 H/C
<b>E Oakland Park Blvd</b> (S Side Bayview to Intercoastal)	17 3 H/C
<b>E Oakland Park Blvd</b> (S Side Middle River-US1)	30 2 H/C
<b>E Oakland Park Blvd</b> (S Side Bayview to NE 26 Terr)	60 8 H/C
<b>E Oakland Park Blvd</b> (N Side NE 26 Ave to NE 27 Ave)	11 3 H/C
<b>E Oakland Park Blvd</b> (N Side Bayview to Intracoastal)	23 3 H/C
<b>E Oakland Park Blvd</b> (N Side NE 27 Ave to Bayview)	61 5 H/C
<b>East Las Olas</b> (Sunset Dr to Riviera Isle)	11
<b>Granada</b> (A1A to N Birch Road)	7
<b>Las Olas Circle</b> (East end of Las Olas bridge)	10
<b>Las Olas Place</b> (SE 4 Place)	E. side 5 W. side 1
<b>N Atlantic Blvd</b> (Between NE 21 St & A1A )	12
<b>NE 1 Street</b> (between US 1 & 3 Ave)	14
<b>NE 1 Street</b> (Andrews to NE 3 Ave)	4
<b>NE 11 Ave</b> (North of Sunrise Blvd.)	32
<b>NE 12 Ave</b> (North of Sunrise Blvd.)	13
<b>NE 18 Ave</b>	9
<b>NE 19 Ave</b> Gateway Theater West side 2 hrs East side 3hrs	32
<b>NE 20 Ave</b>	17
<b>NE 21st Street</b>	14 1 H/C
<b>NE 22nd Street</b>	3
<b>NE 23nd Street</b>	4
<b>NE 25 Ave</b> (Sunrise N of Galleria Mall)	18
<b>STREETS</b>	<b>METERS</b>
<b>NE 26 Ave</b> (N of E Oakland Park Blvd)	5
<b>NE 26th Avenue West</b>	4
<b>NE 29 Court</b>	8
<b>NE 3 Street</b> (E of 3rd Ave, up to US1)	16 1 H/C
<b>NE 3 Street</b> (E of US1)	6

## EXHIBIT A

### SINGLE SPACE METER LOCATIONS

<b>NE 33 Ave</b> (Shooters Area)	4
<b>NE 35 Street</b> (E of A1A Splits G Lot)	7
<b>NE 4 Street</b> (W of 3rd Ave)	3
<b>NE 7 Ave</b>	6
<b>North Andrews Ave</b> Between NE 4th & NE 5th St. West Side	11
<b>NW 1 Ave</b> (Fire Station)	14
<b>NW 1 STREET</b> (Andrews Ave & NW 1 Ave)	8
<b>NW 2 Ave</b> (State Building @ RR tracks, N of Broward Blvd)	21
<b>NW 2 Street</b> (Fire Station)	7
<b>NW 4 Street</b> (S Side between NW 1 Ave & NW 2 Ave.)	3
<b>NW 5 Street</b>	9
<b>NW 6 Ave</b> (W Side between Broward Blvd & NW 2 St.)	6
<b>Rio Mar</b> (A1A to S Breakers)	11 1 H/C
<b>Rio Mar</b> (S Breakers to N Birch Road)	11 1 H/C
<b>Riviera Isles</b> (SE 25 Ave)	3 1 H/C
<b>SE 1 Ave</b> (E Side - SE 1 St & Broward Blvd)	4
<b>SE 1 Ave</b> (E Side - SE 2 St & E Las Olas Blvd)	6 1 H/C
<b>SE 1 Ave</b> (E Side - SE1 St & SE 2 St)	4
<b>SE 1 Ave</b> (W Side -SE 1 St & Broward Blvd)	8
<b>SE 1 Street</b> (N Side SE 1 Ave & SE 3 Ave)	8 1 H/C
<b>SE 1 Street</b> (S Side SE 1 Ave & SE 3 Ave)	15
<b>SE 10 Terrace</b> (SE 2 Ct & E Las Olas)	7
<b>SE 11 Ave</b>	7
<b>STREETS</b>	<b>METERS</b>
<b>SE 11 Court</b> (S Side - between SE 4 Ave to US 1)	1
<b>SE 11 Court</b> (N Side - between SE 4 Ave to US 1)	3
<b>SE 12 Ave</b> (N Side - SE 2 Ct & E Las Olas)	5
<b>SE 13 Ave</b> (E Las Olas & SE 2 Ct)	3
<b>SE 15th Street</b> (15 St Boat Ramp) 1784 SE 15 Ave	11
<b>SE 2 Ave</b> (SE 1 St & SE 2 St, Methodist Church)	13



## EXHIBIT A

### SINGLE SPACE METER LOCATIONS

<b>SE 2 Ave</b> (SE 2 St & E Las Olas Blvd)	7
<b>SE 2 Ct</b> (SE 13 Ave & SE 15 Ave N of Las Olas)	5
<b>SE 2 Ct</b> (SE 15 Ave & SE 16 Ave N of Las Olas)	3
<b>SE 2 Ct</b> (SE 6 Av-SE 8 Av West of H Lot & North of E Las Olas)	7
<b>SE 2 Ct</b> (SE 8 Av-SE 9 Av N of H Lot & E Las Olas)	11 1 H/C
<b>SE 2 Street</b> (S Side SE 3 Ave & US1)	16
<b>SE 2 Street</b> (N Side - SE 3 Ave & US1)	8
<b>SE 2nd Avenue</b> (700 Block East side)	6
<b>SE 2nd St</b> (East of Federal Hwy)	9
<b>SE 3 Ave</b> (W Side - SE 1 St & SE 2 St. Methodist Church)	4
<b>SE 4 Street</b> (SE 15 Ave & Tarpon Drive)	9
<b>SE 5 Ave</b> (E Las Olas Blvd to SE 4 Street)	13
<b>SE 5 Ave</b> (SE 2 St & E Las Olas Blvd)	17 1 H/C
<b>SE 5 Ave</b> (SE 2nd Street & Broward Blvd)	9
<b>SE 6 Ave</b> (E of Tunnel, E Las Olas-2 Ct)	3 1H/C
<b>SE 6 Ave</b> (E of Tunnel, SE 2 Ct-SE 2 St)	6 1H/C
<b>SE 6 Ave</b> (SE 2 Street W of Tunnel)	11 1 H/C
<b>STREETS</b>	<b>METERS</b>
<b>SE 6 Street</b> (S Side - SE 3 Ave & Andrews Ave)	10 1 H/C
<b>SE 6 Street</b> (S Side - Courthouse @SE 3 Ave & US1)	14
<b>SE 6 Street</b> (N Side - SE 3 Ave & Andrews Ave)	6 1 H/C
<b>SE 6 Street</b> (N Side - E. 3 Ave to US 1)	6
<b>SE 8 Ave</b> 100 Block in front of Venisa Condo	3
<b>SE 8 Ave</b> 200 Block	6
<b>SE 8 Ave</b> 300 Block	9
<b>SE 9 Ave</b> (N & S Sides of E Las Olas)	7

**EXHIBIT A**  
**SINGLE SPACE METER LOCATIONS**

<b>Seminole Drive</b> (Sunrise N of Galleria Mall)	7
<b>Seville Street</b> (A1A to Breakers)	5 1 H/C
<b>South Ocean Drive</b> (between SE 20 & SE 21 St.)	13
<b>SW 1 Ave</b> W side at Riverfront, S of SW 2 St	8
<b>SW 1 Ave</b> (E Side SW 2 St & Broward Blvd. Governmental Center)	3 1 H/C
<b>SW 1 Ave</b> (E Side -SW 15 St & SW 16 St)	4
<b>SW 1 Ave</b> (E Side- SW 16 St & SW 17 St)	5
<b>SW 1 Ave</b> (W Side SW 2 St & Broward Governmental Center)	4 1 H/C
<b>SW 13 Street</b>	18 1H/C
<b>SW 5 Street</b> (Next to FPL)	4
<b>SW 6 Street</b> (W. Court House Andrews Ave & SW 1 Ave)	7 1 H/C
<b>SW 7 Street</b> (S Side - Andrews Ave & RR Tracks)	11 1 H/C
<b>SW 7 Street</b> (N Side - Andrews Ave & SW 1 Ave)	4 1 H/C
<b>Tarpon Drive</b> (Presbyterian/ Episcopalian Church Area S of E Las Olas)	5
<b>Viramar</b> (A1A to Breakers)	22 1 H/C
<b>STREETS</b>	<b>METERS</b>
<b>Vista Mar</b> (A1A to S Breakers)	16
<b>Vista Mar</b> (S Breakers to N Birch Road)	12 1 H/C
<b>W Las Olas Blvd</b> 600 Block	6
<b>Windamar Street</b> (A1A to Breakers)	26

**REFERENCES**

All references shall include owner, address, contact name and phone number, and the contract value. A minimum of five (5) references shall be provided:

1. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Phone # \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

2. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Phone # \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

3. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Phone # \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

4. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Phone # \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

5. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Phone # \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

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

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

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

#### 1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 BIDDING DEFINITIONS

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

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

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

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

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

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

#### 2.02 SPECIAL CONDITIONS:

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

### PART III BIDDING AND AWARD PROCEDURES:

#### 3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders 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 Form G-107 Rev. 08/2016

presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

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

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

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.
- Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.
- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.



- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

**5.22 PUBLIC RECORDS**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
  
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**NON-COLLUSION STATEMENT:**

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

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

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

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

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

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

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

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
	_____
	_____

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

**CONTRACT PAYMENT METHOD BY P-CARD**

**THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

\_\_\_\_\_ MasterCard

\_\_\_\_\_ Visa Card

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(1) \_\_\_\_\_  
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) \_\_\_\_\_  
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(3) \_\_\_\_\_  
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(4) \_\_\_\_\_  
Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) \_\_\_\_\_  
Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

(6) \_\_\_\_\_  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
NAME SIGNATURE DATE

**ATTACHMENT 1**  
**E-VERIFY AFFIRMATION STATEMENT**

RFQ/Bid /Contract No: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

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

Total Bid Discount (**section 1.05 of General Conditions**): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE \_\_\_\_\_ WBE \_\_\_\_\_

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSUNC you must also click the "Take Exception" button.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title

revised 04/10/15

## Question and Answers for Bid #871-11828 - Parking Demand & Smart Enforcement Parking System

**Overall Bid Questions**

**There are no questions associated with this bid.**